



# BOROUGH OF WATCHUNG

15 MOUNTAIN BOULEVARD  
WATCHUNG, NEW JERSEY 07069

## MAYOR & COUNCIL MEETING AGENDA

**THURSDAY, FEBRUARY 2, 2023**

**7:30 P.M.**

### MAYOR

Ronald Jubin, Ph.D.

### COUNCIL

Christine B. Ead

Freddie Hayeck

Curt S. Dahl

Paul Fischer

Paolo Marano

Sonia Abi-Habib

James J. Damato  
**Business Administrator**

Edith G. Gil  
**Borough Clerk**

Joseph Sordillo, Esq.  
**Borough Attorney**

**THIS MEETING AND ALL BUSINESS SHALL BE CONDUCTED IN-PERSON, INCLUDING THE ACCEPTANCE OF PUBLIC COMMENT.** No public comment shall be allowed to be made virtually or accepted in writing and read into the record. All writings received shall be acknowledged and accepted by the Council as regular correspondence. The Borough may broadcast its meetings virtually for public viewing as a courtesy.

**VIEWING INSTRUCTIONS:** To listen to the meeting via phone, dial 1 (646) 558-8656. It will prompt you for a meeting ID. Type **99501390087#**. You do not need a participating ID, just press # | To view the meeting using a smart phone or computer, download the free **ZOOM** app. Type in the **meeting ID 99501390087** or click on <https://zoom.us/j/99501390087>. **Agenda items can also be requested by emailing [egil@watchungnj.gov](mailto:egil@watchungnj.gov)**

**BOROUGH OF WATCHUNG  
MAYOR & COUNCIL MEETING AGENDA**

**FEBRUARY 2, 2023- 7:30 P.M.**

**MAYOR'S STATEMENT:** This meeting is being held in compliance with the Open Public Meetings Act. Under the provisions of N.J.S.A.10:4-6 et seq., notice of the time and place of this meeting was given by way of the Annual Meeting Notice to the Courier News, Echoes Sentinel, the Star Ledger, posted at Borough Hall and on the Borough's website. No public comment shall be allowed to be made virtually or accepted in writing and read into the record. All writings received shall be acknowledged and accepted by the Council as regular correspondence. The Borough may broadcast its meetings virtually for public viewing as a courtesy.

**SALUTE TO THE FLAG and MOMENT OF SILENCE FOR OUR SERVICE MEN AND WOMEN,  
SERVING HOME AND ABROAD**

**ROLL CALL**

Ead [ ] Hayeck [ ] Dahl [ ] Fischer [ ] Marano [ ] Abi- Habib [ ]

**PROCLAMATION**

❖ National Wear Red Day – American Heart Association

**REPORTS OF STANDING COMMITTEES**

1. Administration & Finance
2. Police
3. Public Works / Buildings and Grounds
4. Public Affairs:
  - Environmental
  - Recreation
  - Historical
  - Board of Health
5. Fire
6. Laws/Ordinances

**REPORTS OF BOROUGH OFFICERS**

7. Engineer
8. Police Chief
9. Fire Chief
10. Fire Official
11. Rescue Squad
12. Emergency Management
13. Attorney
14. Finance
15. Clerk
16. Administrator
17. Youth Services
18. Planning Board
19. Municipal Alliance
20. Library Advisory Committee
21. Traffic and Beautification

**BOROUGH OF WATCHUNG  
MAYOR & COUNCIL MEETING AGENDA**

**FEBRUARY 2, 2023- 7:30 P.M.**

**PUBLIC PORTION / AGENDA ITEMS ONLY**

*A public portion is held prior to Council action **for comments of agenda items only**; another public portion is held at the end of the meeting for general discussion. Individuals commenting are limited to **3 minutes** per person, and will not be permitted to speak again until everyone has had an opportunity to speak. If a group is represented by an attorney, the attorney will be given 5 minutes to make the presentation for the group.*

**DISCUSSION**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**REPORTS & CORRESPONDENCE:** *Matters listed within this section have been referred to members of the Borough Council for reading and study, are considered to be routine and will be enacted by one motion of the Council. If separate discussion is desired, any item may be removed by Council action.*

Acknowledging Receipt of the following Borough Reports:

Board of Adjustment Annual Report	2022
Board of Adjustment Meeting Minutes	December 8, 2022
Board of Health Meeting Minutes	November 16, 2022
Engineers Status Report	January 2023
Environmental Commission Meeting Minutes	December 5, 2022
Fire Prevention Bureau Monthly Report	January 2023
Library Advisory Committee Meeting Minutes	November 16, 2022
Plainfield Area Regional Sewerage Authority Mins.	January 5, 2023
Planning Board Meeting Minutes	December 13, 2022
Mayor and Council Regular Meeting Minutes	November 21, 2022 January 19, 2023

#1: Notice of Resignation from Brian Levine, Municipal Court Judge, recv'd 1/27/23,  
cc: M&C, JD

**BOROUGH OF WATCHUNG  
MAYOR & COUNCIL MEETING AGENDA**

**FEBRUARY 2, 2023- 7:30 P.M.**

**CONSENT RESOLUTIONS**

*The resolutions listed below were submitted to the Governing Body for review and will be adopted by one motion.*

R1: Authorizing Purchase Orders over \$2,000 – Everbridge (*PD nixle annual subscription*)  
All American Auto Old Bridge (*DPW 2022 ford transit connect*)

R2: Authorizing 2023 Recycling Agreement with Somerset County

R3: Authorizing Appointments to Volunteer Boards and Committees

R4: Waiving Delinquent Interest of Various Properties for Tax Appeal Judgements

**NON-CONSENT RESOLUTIONS**

R5: Authorizing Field and Facility Permit Application for Mr. B's Fishing Sports Camp dba B-Active, LLC for Use of Watchung and/or Best Lake from June 19, 2023 through August 25, 2023

R6: Designating Watchung a Stigma Free Community

R7: Authorizing and Accepting Grant from NJ Dept. of Public Safety for the "Safe and Secure Grant" in the amount of \$32,400

R8: Authorizing Shared Services Agreement with Borough of North Plainfield for a Fire Service Ladder Truck

R9: Awarding Bid Contract to (TBD) for Repairs to Various Storm Culverts

R10: Authorizing and Accepting Temporary Construction License Agreements from Private Property Owners for Repairs to Various Storm Culverts Through FEMA Funding

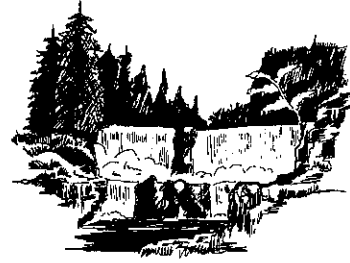
**PUBLIC PORTION - GENERAL DISCUSSION**

*Individuals commenting are limited to 3 minutes per person, and will not be permitted to speak again until everyone has had an opportunity to speak. If a group is represented by an attorney, the attorney will be given 5 minutes to make the presentation for the group.*

**ADJOURNMENT**

The next meeting of the Mayor and Council will be Thursday, February 16, 2023 at 7:30 P.M.

# BOROUGH OF WATCHUNG



## **Administration and Finance Committee**

Chair: Fischer

Hayeck

Abi-Habib

The Committee met on January 25, 2023 and discussed the following:

- Established meeting dates for 2023
- Discussed timeline of introducing budget
- Proposed dates for budget hearing meetings

# BOROUGH OF WATCHUNG



## **Police Committee**

Chair: Marano

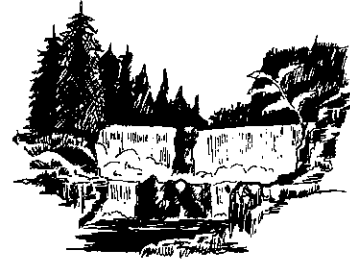
Dahl

Ead

The Police Committee met on January 9<sup>th</sup> and January 30<sup>th</sup> and discussed

- A tour of Police Headquarters was conducted
- Hiring practices and the table of organization
- Challenges faced statewide to find qualified candidates, the department currently needs to hire 2/3 Officers to return to full strength
- Somerset county gave a local resident a scholarship to attend the Police Academy, this includes academy tuition and salary. This candidate is possibly being hired
- License plate reader grant has been applied for; we are in the process of awaiting grant results
- Crime statistics are being compiled for possible identification of trends and location, for directed patrols, and preventative measures.
- Development of crime prevention discussion/ presentation to residents was discussed, with date to be determined.

# BOROUGH OF WATCHUNG



## **Public Works Committee**

Chair: Ead

Hayeck

Abi-Habib

The Committee met on January 17<sup>th</sup> and 31<sup>st</sup> and discussed the following:

- 1) **PSE&G Updates**
- 2) **Mobus Field:**
  - Grant Submitted
  - timing for tennis, pickle, and basketball along with upgrades
- 3) **2023 Road Project:**
  - 2-3 roads to be announced
- 4) **Safety Crossing/Valley View:**
  - waiting on final parts, then project will begin
- 5) **FEMA:**
  - \$1.25 million to date for repairs/upgrades 2022-2023**
  - Culverts and Bridge work in planning phase
  - Deadline extension on target
- 6) **Valley Road Sidewalk Project:**
  - getting quotes for phase one
- 7) **Ness Farm:**
  - met with Engineering on Compliance/next steps
- 8) **NJ DEP MS4 Permit Requirements:**
  - In Review and moving into compliance
- 9) **Endeavor:** Discussions for a plan to be "shovel ready" for grant options
- 10) **Borough Hall Roof replacement:** In works
- 11) **Snowflakes on Somerset up until Feb 14<sup>th</sup> /separate broken ones**
- 12) **Old Watchung Sign Discussion**

- 13) **2-Signs (Watchung Lake and Best Lake)** in discussion
- 14) **Operation Pride** (tent) Sat, April 22<sup>nd</sup>, Rain Date Sun., April 23
- 15) **Little League Opening Day** (tent) Sat, April 29<sup>th</sup>  
-prep fields and plan maintenance
- 16) **Police Steps** (new treads, paint and repair stairwells)
- 17) **Library/Bicentennial Room:** Painted and carpet ordered
- 18) **Cherry tree removal on Mountain (4-5)** and plant new Cherry (in planning)
- 19) **Add (2) trees to Mountain Blvd** behind 91, next to sidewalk, one each side of the new 4-planted
- 20) **Islands** (planting plan from S & L) early spring (3) yes, (1) based on PSE&G
- 21) **Tree/shrub planting front of Borough Hall** (discussion)
- 22) **Removed dead trees at base of Hillcrest (Rock)** adding 2-Cherry Trees and 3-5 dwarf shrubs
- 23) **Operation Pride:** Saturday, March 25<sup>th</sup> Rain Date Sunday, March 26<sup>th</sup>
- 24) **Discussion on litter and garbage at the Triangle** and throughout Borough (warning/fines/ordinance)?
- 25) **Best Lake planting for spring** discussion
- 26) **Tree on Village Green Trim** discussion



# BOROUGH OF WATCHUNG



## **Fire Committee**

Chair: Dahl

Marano

Hayeck

The Fire Committee met on January 20, 2023 at Borough Hall and discussed

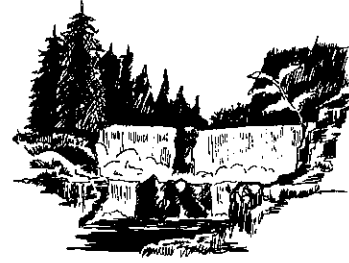
- Shared services agreement with North Plainfield Fire Department
- Repairs to existing apparatus and possibility of needing a new pump truck
- Closure of North End fire department and what may be required for the new replacement building
- Scheduling cleaning at the fire department

For the month of January there were:

9 Alarm activations  
4 Motor vehicle crash  
4 Carbon monoxide incidents  
1 Wire on fire  
1 Good intent call

Robert Nagpaul was sworn in as our newest junior member WELCOME BOARD  
and Thank You!

# BOROUGH OF WATCHUNG

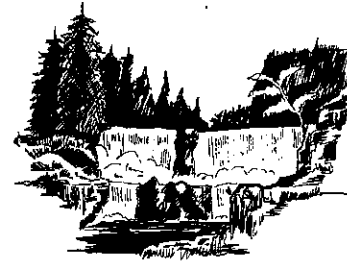


## **Library Advisory Committee Liaison Report** Council Member Fischer

The Committee met on January 18, 2023 and is pleased to report

- Bicentennial room has been painted
- The rug was removed and a new one ordered
- Electrical outlets were updated and
- Hallway on the second floor has also been painted

# BOROUGH OF WATCHUNG



## **Traffic & Beautification Commission Liaison Report Council President Ead**

The Commission met on January 30, 2023 and discussed the following:

- Snowflakes on Somerset up until Feb 14<sup>th</sup> /separate broken ones
- All Christmas Décor Down and Stored
- 2-Signs (Watchung Lake and Best Lake) in discussion
- Operation Pride (tentative) Sat, April 22<sup>nd</sup>, Rain Date Sun., April 23
  - -Shirts, flyers, poster/drawing contest for kids, vests, tools, mulch
- Cherry tree removal on Mountain (4-5) and plant new Cherry (in planning)
- Add (2) trees to Mountain Blvd behind 91, next to sidewalk, one each side of the
  - new 4-planted
- Islands (planting plan from S & L) early spring (3) yes, (1) based on PSE&G
- Tree/shrub planting front of Borough Hall (discussion)
- Removed dead trees at base of Hillcrest (Rock) adding 2-Cherry Trees and 3-5 dwarf shrubs
- Discussion on litter and garbage at the Triangle and throughout Borough (warning/fines/ordinance)?
- Best Lake planting for spring discussion
- Tree on Village Green Trim discussion
- Spring planting throughout Borough

Next meeting scheduled for: Monday, March 6, 2023 at 7:30 PM on Zoom

**BOROUGH OF WATCHUNG  
RESOLUTION: R1**

**WHEREAS**, Section 2-25.13 of the Code of the Borough of Watchung requires that contracts for purchases or services involving more than two thousand dollars be awarded by a resolution of the Mayor and Council.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey, that the Purchasing Agent be authorized to issue Purchase Orders as follows:

Vendor: Everbridge, PO Box 92506, Las Vegas, NV 89193  
Item: Nixle 360 Annual Subscription  
Total Price: \$2,935.50  
Charged to: 3-01-190-273

Vendor: All American Auto Old Bridge, 3698 Route 9 South, Old Bridge, NJ 08857  
Item: 2022 Ford Transit Connect  
Total Price: \$43,006.59  
Charged to: G-03-585-202

\_\_\_\_\_  
Christine B. Ead, Council President

\_\_\_\_\_  
Ronald Jubin, Ph.D., Mayor

ADOPTED: FEBRUARY 2, 2023  
INDEX: PURCHASING  
C: B. HANCE

**BOROUGH OF WATCHUNG**

15 Mountain Boulevard

Watchung, NJ 07069

TEL (908)756-0080 FAX (908)757-7027

SHIP TO	WATCHUNG POLICE DEPARTMENT 840 SOMERSET STREET WATCHUNG, NJ 07069-4952 ATTN: SERVICE DIVISION
	VENDOR #: NIXLE
VENDOR	everbridge Attn: Accounts Receivable Dept PO Box 92506 Las Vegas, NV 89193-2506 United States Phone: (888)366-4911 Fax: (818)484-2299

**PURCHASE ORDER**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKING LISTS, CORRESPONDENCE, ETC.

NO.

23-00182

ORDER DATE: 01/24/23

REQUISITION NO: RR300113

DELIVERY DATE:

STATE CONTRACT:

ACCOUNT NUM:

**PAYMENT RECORD**

CHECK NO.

DATE PAID

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Nixle 360 Annual Subscription	3-01- -190-273	2,935.5000	2,935.50
		Other Contractual Service		
			TOTAL	2,935.50

DRAFT

<b>CLAIMANT'S CERTIFICATION &amp; DECLARATION</b> I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.  X  VENDOR SIGN HERE  QTY OFFICIAL POSITION DATE  FAX NO. OR SOCIAL SECURITY NO.	<b>OFFICER'S CERTIFICATION</b> I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.  DEPT. HEAD DATE  VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER & ITEMIZED BILLS TO:  BOROUGH OF WATCHUNG 15 Mountain Boulevard Watchung, NJ 07069	<b>APPROVAL TO PURCHASE</b> DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.  William J. Hance CFO/QPA  COUNCIL APPROVAL CAN BE SEEN  ON BILL LIST RESOLUTION
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**BOROUGH OF WATCHUNG**

15 Mountain Boulevard

Watchung, NJ 07069

TEL (908)756-0080 FAX (908)757-7027

<b>S H I P T O</b>	WATCHUNG PUBLIC WORKS DEPT. 15 MOUNTAIN BOULEVARD WATCHUNG, NJ 07069 ATTN: MARIA T. FITTIPALDI
	VENDOR # : ALLAMERI All American Auto Old Bridge 3698 Route 9 South Old Bridge, NJ 08857  Phone: (732)691-1111

**PURCHASE ORDER**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKING LISTS, CORRESPONDENCE, ETC.

NO. 23-00188

ORDER DATE: 01/25/23

REQUISITION NO:

DELIVERY DATE:

STATE CONTRACT:

ACCOUNT NUM:

**PAYMENT RECORD**

CHECK NO.

DATE PAID

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2022 Ford Transit Connect	G-03- -585-202	43,006.5900	43,006.59
		American Rescue Plan Act 2021		
			TOTAL	43,006.59

<b>CLAIMANT'S CERTIFICATION &amp; DECLARATION</b> I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.  <b>X</b>  VENDOR SIGN HERE  OFFICIAL POSITION DATE  TAX ID NO. OR SOCIAL SECURITY NO.	<b>OFFICER'S CERTIFICATION</b> I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.  DEPT. HEAD DATE  VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER, MAIL VOUCHER & ITEMIZED BILLS TO:  BOROUGH OF WATCHUNG 15 Mountain Boulevard Watchung, NJ 07069	<b>APPROVAL TO PURCHASE</b> DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.  <i>William J. Hance</i> CFO/QPA  COUNCIL APPROVAL CAN BE SEEN  ON BILL LIST RESOLUTION
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**BOROUGH OF WATCHUNG  
RESOLUTION: R2**

**WHEREAS**, a recycling plan has been enacted by the Borough of Watchung for all recyclable materials as designated by the Somerset County Solid Waste Management Plan and amendments thereto; and

**WHEREAS**, the Borough of Watchung is desirous of retaining the services of Somerset County for said recycling services.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey, that a contract be entered into with Somerset County to provide recycling services for Borough residences for the year **2023** at an annual rate of **\$26.70** per household.

**BE IT FURTHER RESOLVED**, that pursuant to N.J.S.A. 40A:11-5 this contract be issued without competitive bidding is awarded in accordance with law.

\_\_\_\_\_  
Christine B. Ead, Council President

\_\_\_\_\_  
Ronald Jubin, Ph.D. Mayor

ADOPTED: FEBRUARY 2, 2023  
INDEX: AWARDS-CONTRACTS  
C: W. HANCE, ENG., COUNTY DPW

**AGREEMENT BETWEEN SOMERSET COUNTY  
AND ITS MUNICIPALITIES FOR RECYCLING**

**THIS AGREEMENT** by and between the Somerset County Board of Commissioners in the State of New Jersey, a body politic having its offices located at P.O. Box 3000, Somerville, New Jersey, 08876 (hereinafter "County") and BOROUGH OF WATCHUNG, a municipal body politic having its offices at 15 Mountain Boulevard, Watchung, New Jersey, 07060, (hereinafter "Municipality"), is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**WHEREAS**, Municipality, by ordinance, has duly enacted a recycling plan for all recyclable materials as designated by the Somerset County Solid Waste Management Plan and amendments thereto and:

**WHEREAS**, Municipality is desirous of retaining the services of the County for said recycling program; and

**WHEREAS**, the award of this contract to the County pursuant the N.J.S.A. Section 13:1E-99.14 is an exception to the bidding requirements as set forth in the Local Public Contracts Law pursuant to N.J.S.A. Section 40A:11-5(2), and the Board of Public Utilities Somerset Waste Franchise for Somerset County.

**NOW, THEREFORE**, in consideration of the terms, conditions, mutual benefits and covenants hereinafter set forth, the Municipality and the County make this agreement.

1. The Borough shall retain the services of the County for the residential curbside pick-up of Recyclable Materials as hereinafter defined on a biweekly basis.



2. County shall conduct residential curbside pick-up services for all Recyclable Materials, as are designated by the County's Solid Waste Management Plan, including but not limited to, glass containers, plastic bottles, newsprint, aluminum cans, steel cans and corrugated paper and such other Recyclable Materials as the County may designate from time to time, within the Municipality (hereinafter "Recyclable Materials").

3. Upon execution of this Agreement, County shall be obligated to provide services for the collection of Recyclable Materials set forth in Paragraph 1 above providing that the Recyclable Materials are set out in the manner as designated below by 6:00 am on the collection day:

- (a) All newsprint is securely tied in bundles of no more than twelve inches in height not to exceed thirty pounds each; and
- (b) All glass bottles and jars will be placed in a recycling bucket. All glass containers will be rinsed with lids removed; and
- (c) Aluminum cans may be placed in the same recycling bucket as the glass and steel cans; and
- (d) All plastic bottles marked #1 - #7; water, soda, milk, juice, soap detergent, bleach, shampoo and cleaning agents. Also included are containers: peanut butter, yogurt, baby wipe containers, margarine tubs and clear plastic clam shell containers from salad bars may be placed in the same recycling bucket as the glass, steel and aluminum. All plastics shall be rinsed with lids removed; and
- (e) All chipboard (cereal, cake, cookie pasta cracker, detergent, gift, shoe, shirt or any retail boxes poster board & backing on writing pads.), corrugated paper boxes and other corrugated paper products will be securely tied in

bundles of no larger than twenty-four inches square; and

- (f) All tin-plated steel and bimetal food and beverage cans will be placed in the same recycling bucket. All steel cans will be rinsed; and
- (g) Junk mail, catalogs, magazines, and school papers will be placed in a brown paper bag; and
- (h) In the alternative the County may provide two (2) recycling totes to the residents of the municipality which are required to be used for all Recyclable Materials

4. The County reserves the right to reject and not pick up Recyclable Materials that are not packaged in conformance with the provisions of Paragraph 3 (a)(b)(c)(d)(e)(f).

5. The County reserves the right to reasonably amend the collection specifications enumerated in Paragraph 3 above by giving thirty- (30) day written notification to the Municipality of any changes thereto.

6. For the period commencing **January 1, 2023 through and including December 31, 2023**, the County shall be responsible for residential curbside pick-up services for all Recyclable Materials from each residential household within the Municipality. The number of households in the Municipality shall be calculated by the Somerset County Planning Board by the end of April 2023 and shall be based on figures obtained from the respective Municipalities and updated with listings of Certificates of Occupancy. Municipality is responsible for providing on a quarterly basis, any updates in the listings of Certificates of Occupancy. If the Municipality disputes this number, the County will continue to bill at the rate as determined by the Somerset County Planning Board until the Municipality provides written documentation of the correct number of households to said office.

7. The County and Municipality shall agree, upon the execution of this agreement, that pick-up dates for residential households with the Municipality shall be every other week in accordance with the recycling calendar attached hereto as a schedule.

The County reserves the right to change the collection schedule at any time during the term of the contract and shall give a minimum of ninety (90) days written notification of same to the Municipality and its residents of any changes thereto.

8. Notwithstanding anything contained within Paragraph 6 above, the County shall not be obligated to perform residential curbside pick-up services on the following 2023 holidays:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

In the event the Municipality's collection schedule falls on any of the aforementioned holidays, the Municipality shall be scheduled for pick-up of recyclables the weekday after such holiday, unless noted on the official collection schedule prepared by the County.

The County reserves the right to alter the holiday schedule and shall give a minimum ninety (90) days written notification to the Municipality of any changes thereto.

9. In the event of inclement weather necessitating the cancellation of residential curbside pick-up, the County shall notify the Municipality and the following radio stations of said event. The radio stations to be notified will be: WCTC 1450 AM, WHWH 1350, WMGQ 98.3 FM, WPST 97.5 FM and NJ 101.5 FM. In the event pick-up is cancelled due to inclement weather, pick-up will be scheduled for the appropriate locations on the next regularly scheduled pick-up day.

10. The County will supply all necessary motor vehicles for residential curbside

pick-up.

11. Said vehicles shall be maintained in good mechanical condition and shall be well painted and be kept in a condition of cleanliness. The County shall be responsible for the cost of all equipment, maintenance, gasoline, oil, parts and service of the vehicles.

12. Any motor vehicle accidents occurring within the Municipality shall be reported to the Municipal Police.

13. The County shall provide all labor for residential curbside pick up.

14. All County personnel engaged in the collection of Recyclable Materials shall maintain a courteous and respectful attitude toward the public at all times. At no time shall there be any soliciting or requesting gratuities of any kind.

15. The County shall have personnel available from 7:00 AM to 3:30 PM on collection days to receive telephone inquiries relative to collection operations. All complaints shall be handled in a responsible manner with attention given to the resolution of the matter. The Municipality shall, however, encourage others that all complaints are to be first submitted to the Municipal Recycling Coordinator.

16. The County shall maintain a bulk drop-off receiving station as identified by the Somerset County Division of Solid Waste Management for Municipal vehicles to deposit Recyclable Materials. Bulk drop-off shall be arranged by specific appointment only through the County Recycling Center.

17. Pursuant to Paragraph 17 herein, the following conditions shall apply to the bulk drop-off receiving station for Municipal vehicles:

(a) The Municipality shall deliver the material to the drop-off center in accordance with the following:

(i) Glass bottles and jars shall be delivered in

- market ready condition, with lids removed;
- (ii) Newspaper shall be delivered in market ready condition;
  - (iii) Plastic bottles shall be delivered in market-ready condition with lids removed;
  - (iv) Office paper shall be delivered dry and color segregated (i.e. high-grade white paper separated from lower grade paper);
  - (v) Aluminum cans shall be delivered in market-ready condition;
  - (vi) Corrugated cardboard and chipboard shall be delivered dry, segregated, flattened, and no longer than 24 inches square;
  - (vii) Tin-plated steel and bimetal food and beverage cans shall be delivered in market-ready condition, with labels removed;
- (b) County shall set the standards for market ready conditions and provide same in writing to municipality; and
  - (c) All deliveries of Recyclable Materials are subject to inspection and acceptance of such materials by the County before the Recyclable Materials may be off-loaded.

18. The Municipality shall enforce anti-scavenging and anti-dumping ordinances, and mandatory source separation as outlined in the Somerset County Solid Waste Management Plan Amendment and Municipal Ordinances related to recycling. Copies of

these Municipal Ordinances shall be supplied to the Somerset County Recycling Division by January 15, 2023.

19. The Municipality shall advise the Somerset County Recycling Division, on an annual basis, of any new residential households within the Municipality when the Municipal Certificate of Occupancy for the residential unit is issued.

20. The Municipality shall supply the County Recycling Center with periodic updated road information and maps (including private roads that may require residential curbside recycling pick-up), on a quarterly basis, at a minimum.

21. The Municipality shall provide the Somerset County Board of Commissioners and the County Recycling Coordinator with any changes in the Municipal recycling coordinator's position.

22. The Municipality shall pay the County a fee for the County's service to the Municipality. The County will send quarterly invoices to the Municipality indicating the gross cost to the Municipality for the preceding quarter. The Municipality will pay all invoices within thirty (30) days. The County fee shall be based upon the number of households within the Municipality as determined by the County Planning Board at the rate of **\$26.70** per household per year. The number of households will be adjusted on a quarterly basis, when and if appropriate.

23. All Recyclable Materials picked up curbside by the County or delivered to the County by the Municipality will become the sole property of the County.

24. The County, during the term of this Agreement, shall have and maintain general liability insurance of not less than \$1,000,000 combined single limits; property damage liability insurance of not less than \$500,000 per occurrence covering all motor vehicles used in the performance of said contract; and shall maintain in full force and effect

Worker's Compensation insurance during the term of this contract.

25. Any and all liabilities that arise from the collection of recyclables by the County on behalf of the Municipality will be determined and assessed based upon the facts that may give rise to a particular claim for damage and the respective entities' liability will be determined accordingly.

26. The County shall be responsible for all necessary permits or licenses required by any governmental agency exercising control over the collection, transportation and disposal of Recyclable Materials.

27. In the event the County fails to collect all Recyclable Materials on any regularly scheduled pick-up date for any reason other than inclement weather, or a holiday, the County shall collect the balance of the Recyclable Materials within three (3) business days. If the County fails to collect the balance of the Recyclable Materials within the above time frame, the County shall give the Municipality a credit equal to 1/26 of the total annual Municipal fee as calculated in Paragraph 24 above.

28. The County recognizes the unique nature of high-density housing. Should the Municipality have high density housing, the County agrees to reasonably cooperate with the Municipality, the Municipal Recycling Coordinator and Homeowner's Associations and/or Superintendents within the Municipality to efficiently and properly adjust curbside pick-up to group pick-up in appropriate circumstances. The Municipality agrees to cooperatively work with Somerset County in trying to resolve the problems associated with group pick-up. This includes jointly pursuing alternative dumpsters in existing and proposed high-density housing complexes. In addition, the Municipality agrees to exercise its power as authorized in the Municipal Land Use Law to include provisions during the review of subdivision and site plan applications, to require recycling dumpster areas in

conformance with County recommendation.

29. The County agrees to open the Recycling Center at least one Saturday per month to accept recycling drop offs by individuals or municipalities on those days.

30. The Municipality shall be required to supply the County and permit the County to collect all recyclable materials that are generated by residential users within the Municipality's borders.

31. This agreement is the entire agreement between the County and the Municipality and supersedes all previous agreements and discussions. Any amendments hereto must be in writing and must be duly executed by the County and the Municipality to become effective.

32. The County may assign or transfer its rights and interest in this agreement to any authority or agency established by the County for the purpose of accomplishing the County's Solid Waste obligations.

33. This Agreement will be entirely performed within the State of New Jersey and it shall be construed in accordance with the laws thereof.



34. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, void, ultravires, or unconstitutional, the remainder of this Agreement shall continue in full force and effect.

**IN WITNESS HERETO** the parties hereto have set their hands of the proper public official as of the date and year first above written.

**ATTEST**

**SOMERSET COUNTY**

\_\_\_\_\_  
Kelly L. Mager, Clerk of the Board

BY:

\_\_\_\_\_  
Shanel Y. Robinson, Commissioner Director

**ATTEST**

**BOROUGH OF WATCHUNG**

\_\_\_\_\_  
Edith G. Gil  
Borough Clerk

By:

\_\_\_\_\_  
Ronald Jubin, Ph.D.  
Mayor

**BOROUGH OF WATCHUNG  
RESOLUTION: R3**

**WHEREAS**, Mayor Ronald Jubin has recommended the appointments of the individuals for the terms as listed below.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Council of the Borough of Watchung, County of Somerset, State of New Jersey that the following appointments are hereby confirmed:

**COUNTY COMMUNITY  
DEVELOPMENT COMMITTEE**

**TERM**

Carolyn Solon

Ending December 31, 2023

Cindy Homer

Ending December 31, 2023

**ENVIRONMENTAL COMMISSION**

**TERM**

Andrea Stout

Ending on December 31, 2025  
Filling unexpired vacancy

Denise Soppas

Ending on December 31, 2025  
Filling unexpired vacancy

**HISTORICAL COMMITTEE**

**TERM**

Keli Leunes, Alternate #2

Ending on December 31, 2023

\_\_\_\_\_  
Christine B. Ead, Council President

\_\_\_\_\_  
Ronald Jubin, Ph.D. Mayor

ADOPTED: FEBRUARY 2, 2023  
INDEX: APPOINTMENTS  
C: ENV. COM.,

**BOROUGH OF WATCHUNG**  
**RESOLUTION: R4**

**WHEREAS** the following properties received a tax appeal judgment on their added and omitted assessment, thereby reducing the amount due on their accounts; and

**WHEREAS**, the judgments were not received by the tax office until January 17, 2023, and

**WHEREAS**, because of this time delay the properties were charged with delinquent interest and penalties, and

**WHEREAS**, it has been determined that the property owners should not pay delinquent interest or penalties on the amounts that have been reduced.

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that the Tax Collector is authorized to reimburse the properties below for the interest that was assessed for the added and omitted tax amounts included in the judgments:

Block 7302 Lot 11	40 Vail Lane	\$61.48
Block 3601 Lot 16	33 Lakeview Avenue	\$735.53
Block 3601 Lot 15	41 Lakeview Avenue	\$30.40
Block 1305 Lot 4	190 Washington Drive	\$1,811.11
Block 302 Lot 15	122 Sunlit Drive	\$14.43
Block 301 Lot 8	151 Sunlit Drive	\$1,399.95

\_\_\_\_\_  
Christine B. Ead, Council President

\_\_\_\_\_  
Ronald Jubin, Ph.D., Mayor

ADOPTED: FEBRUARY 2, 2023  
INDEX: FINANCE-MISC.  
C:

**BOROUGH OF WATCHUNG  
RESOLUTION: R5**

**WHEREAS**, the Borough of Watchung has received a Field and Facility Permit Application which has been reviewed by the Recreation Coordinator; and

**WHEREAS**, the Governing Body of the Borough of Watchung, County of Somerset, State of New Jersey wishes to authorize said application.

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Watchung that the use of Best Lake and/or Watchung Lake is authorized for the intended use as noted below and is hereby approved:

1. Mr. B's Sports Camp dba B-Active LLC, to hold Fishing Camp, from 8 A.M. to 12 P.M., Monday thru Friday, from June 19, 2023 through August 25, 2023.
2. All approvals are subject to having appropriate internal approvals, a complete application and insurance on file, if applicable.

\_\_\_\_\_  
Sonia Abi-Habib, Council Member

\_\_\_\_\_  
Ronald Jubin, Ph. D., Mayor

ADOPTED: FEBRUARY 2, 2023  
INDEX: RECREATION  
C: LM, PD

# BOROUGH OF WATCHUNG



# RECREATION COMMISSION

## FIELD AND FACILITY PERMIT APPLICATION

**\*\*Approval of Governing Body Required\*\***

Applicant Name: Matt Buglovsky

Address: [REDACTED]

Phone: [REDACTED]

Email: MrBsSportsCamps@yahoo.com

Name of Organization, Team, Club, Etc. Mr. B's Fishing Camp

☒ Profit Entity

☐ Non-Profit Entity

### **FACILITY USE**

#### **\*Pavilion Rental**

☐ Resident

☐ Non-Resident / Commercial

#### **\*☐ Port-A-John Rental**

#### **\*Mobus Field**

☐ Sport and Organized Programs

☐ Events (Non-Profit) - Resident

☐ Events (Non-Profit) - Non-Resident

#### **\*Gazebo**

☐ Resident

☐ Non-Resident

#### **\*Seniors Room**

☐ Residents/Non-Profit

☐ Profit Organizations

#### **\*☐ Police Security**

### **FEES**

\$50.00 Per Event

\$100.00 Per Event

\$150.00 (Includes Delivery)

\$15.00 Per Person/Week

\$50.00 Per Event

\$150.00 Per Event

\$50.00 Per Event

\$100.00 Per Event

No Charge

\$25.00 Per Hour / \$100.00 Minimum

\$107/hour per Officer

All Watchung Based Non-Profit Sports Programs, Government or School Based Events and Non-Profit Fund-Raising Events: Free of Charge except as required by the Borough Administrator to cover out-of-pocket costs for any applicable expenses. All fees include removal of bagged garbage and access to electricity, if needed.

Location Requested and Detailed Description of Event: I would like to request permission to use Best Lake and/or Watchung Lake to run my summer fishing camp.

Dates: Monday thru Friday -- June 19th to August 25th

Times: 8:00 AM to Noon

Rain Date:



**THE FOLLOWING ITEMS MUST BE RECEIVED PRIOR TO AN APPROVAL  
OF A FIELD AND FACILITY PERMIT:**

1. Signed Facility/Field Use Policies and Lease Agreement
2. Signed Hold-Harmless Agreement
3. Signed AED and Lightning Detection Form (On Phillip's Field)
4. Insurance Certificate (see checklist for requirements below)
5. Corporate or LLC Acknowledgment (When applicable)
6. A copy of the Rutgers's Certification Card(s) for coaches and assistant coaches.
7. A check made out to the Borough of Watchung when applicable.
8. A complete description of all activities being conducted including the number of participants

The Borough is requesting that all applications are received with **sufficient adequate notice** prior to a Council Meeting for processing. Meetings of the Governing Body are held twice a month. Please check the council meeting calendar online for the schedule. Thank you in advance for your cooperation during this process. Please contact the Clerk's Office or Linda Monetti, Recreation Coordinator (908) 756-0080 Ext. 210 or via [monetti@watchungnj.gov](mailto:monetti@watchungnj.gov) with any additional questions.

Please Fax To (908) 757-7027 Or Mail To:

Borough of Watchung  
Recreation Coordinator  
15 Mountain Blvd.  
Watchung, NJ 07069

**CHECKLIST FOR CERTIFICATE OF INSURANCE**

- The "Insured" must read the same on **ALL** forms.
- The Insurance Company must be listed under "Insurer Affording Coverage".
- Type of insurance must be "Commercial or Business Liability". In the event of an individual, a home owner's insurance policy and/or umbrella policy is acceptable.
- The policy number and effective and expiration dates must be listed.
- The event or program must fall within the effective and expiration dates.
- The minimum limit of liability is \$1,000,000 listed next to "Each Occurrence".
- Under "Description of Operations" The Borough of Watchung should be listed as additionally insured with respect to the event or program and the date(s).
- The event or program and dates must also be listed.
- The "Certificate Holder" should show "The Borough of Watchung 15 Mountain Blvd., Watchung, NJ 07069".



## FIELD AND FACILITY PERMIT APPLICATION USE POLICIES AND LEASE AGREEMENT

### General Information

To rent a facility or field, community organizations are required to complete a rental application and pay the appropriate fee (if applicable). No "Sub-leasing" of any kind from one sports group to another is permitted. All dates, times and fields must be approved by the Borough.

The Borough reserves the right to consider all rental requests and allocate rental time based on the number of requests and overall time requested. The Borough reserves the right to disapprove permits if it is determined that fields are deteriorating because of overuse.

Community members must be 21 years of age to sign a Field Use agreement or rent a field or facility. All applicants are required to provide one adult chaperone for each group of 10 youth in attendance under the age of 21 for all planned activities.

The Borough reserves the right to require the renter to provide police security, porta-johns and other requirements, as the specific situation may dictate.

All fees are to be paid in full two weeks prior to an approval unless other arrangements have been made with the Recreation Coordinator.

The Borough reserves the right to cancel practices/games due to weather conditions and/or field conditions.

Failure to abide by this policy can result in cancellation of your rental agreement.

### Renter Responsibilities

Applicants requesting use of Watchung fields or facilities must observe the following guidelines and requirements:

1. The renter must leave the area, facility or equipment in a clean and orderly condition. All trash must be properly disposed.
2. **Prohibited Items:** Beer, wine, alcoholic beverages, firearms, tobacco and illegal drugs.
3. **Liability:** The Watchung Recreation Commission and the Borough of Watchung assume no liability for the renter's use of the equipment, field or facility. The applicant shall hold the Borough harmless from any claim or liability arising out of any activity or conduct of the renter while using the equipment, field or facility in question. Applicants are required to supply general liability insurance that covers the Borough with limits of \$1,000,000.00 combined single limit with an aggregate of \$2,000,000.00. A certificate of insurance, must be filed with the Borough at least 5 (five) days prior to the use of the Boroughs field or facility.
4. **Governmental Boards and Agencies:** Facilities are available at no charge to official government boards and agencies for events in the public interest when not otherwise in conflict with this policy.

## BOROUGH OF WATCHUNG



## RECREATION COMMISSION

5. **Damages/ Security:** An additional security deposit **may** be required for certain types of activities for the purpose of additional cleaning, security, and/or other costs of the Borough caused by the use. Any and all damages to the facilities, equipment, and other Borough property, while being used by the renter, will be the responsibility of the renter and payable in full to the Borough of Watchung. Payment will include the costs of all labor, materials, and supplies to repair or replace the damage to facilities. The Recreation Commission reserves the right to decline renting to patrons who have incurred damages to Borough property in previous rentals.
6. **Policy of Non-Discrimination:** The Borough of Watchung facilities are available on a non-discriminatory basis. Appropriate activities need to accommodate individuals regardless of age, sex, race, color, religion, national origin, physical or mental disabilities, or marital status. The Borough of Watchung does not discriminate based on disability in admission, access, treatment or employment in its programs or activities.
7. **ADA Statement:** Although specific programs for persons with disabilities are limited, the Borough of Watchung is committed to providing equal access to programs and facilities for these individuals. Reasonable accommodation and support can be requested to provide access to desired programs and activities. Requests should be made at least 10 (ten) days in advance. In addition, where a need is demonstrated and resources are available every reasonable effort will be made to establish specific programs for persons with disabilities.

The individual signing this lease agreement is responsible for ensuring that all policies included in this agreement are followed. The individual signing this agreement hereby represents that he/she is authorized to sign on behalf of the entity/organization. The representative should notify us immediately if there are any maintenance or safety issues or damage to the fields that need to be addressed. Please sign below to confirm that you have received a copy of the Facility/Field Use Policy and Lease Agreement and agree to abide by these policies.

Matthew Buglovsky

1/19/23

Print Name

Date

Signature



**HOLD-HARMLESS AGREEMENT**

1. "I / WE" "ME / MY / OUR" shall mean one of the following:
  - a. AN INDIVIDUAL: Name: Matthew Buglovsky **OR**
  - b. ORGANIZATION: Name: Mr. B's Fishing Camp **OR**
  - c. CORPORATION or LLC: Name: B-Active LLC
2. "YOU/YOUR/YOURSELF" shall mean the municipal corporation known as the **Borough of Watchung** and the **Borough of Watchung Recreation Commission**, its public officials, members, agents, servants, employees, or contractors.
3. **General Information: Per Field and Facility Permit Application Attached**
4. I sign this Hold-Harmless as MY voluntary act and by this act agree to hold YOU harmless and indemnify YOU from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of any organization, corporation, guest, invitee, licensee, visitor or other person present on the premises listed above in order to participate in, organize, assist, enjoy, supervise or in any other way further the activity I will be holding as described in the Field and Facility Permit Application, on the date(s) listed.
5. I state that the activity listed in the Field and Facility Permit Application will not include the consumption of alcoholic beverages, but should any person described in Paragraph 4 consume alcohol or allow or permit others to consume alcohol then I agree to be bound by the terms of paragraph 6 below.
6. I state that the activity listed in the Field and Facility Permit Application will include the consumption of alcoholic beverages, if previously approved by the Borough, and that because of such consumption I have the following additional duties to perform for YOU related to the use of the site listed above:
  - a. That I am solely responsible for the dispensing and consuming of alcohol, including the prudent and responsible dispensing and consuming of alcohol by all persons involved in the activity described above, including but not limited to those persons described in paragraph 4 above; (b) to acknowledge by the signing of this Hold-Harmless that you have no authority, control, or participation in the dispensing or consuming of alcohol on the site and date listed above and that I will take no step(s), action(s), or measure(s) to convey the idea that YOU in any way have promoted, assisted, or participated in the dispensing and consuming of alcoholic beverages on the site and date listed above; (c) that I will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on your

**BOROUGH OF WATCHUNG****RECREATION COMMISSION**

property;(d) to comply with all municipal Ordinances relating to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.

7. I also shall provide you with a Certificate of Insurance and that I shall provide same as soon as practicable and not less than 5 (five) business days before the date of the planned activity. Said Insurance shall be written with a company maintaining a rating of at least "A-" according to A.M. Best. Said policy shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence (\$3,000,000 per occurrence if liquor is being served or consumed). It is understood YOU will be listed as an additional insured on that policy and Certificate of Insurance. If I, as an individual, am holding a private, personal event, I shall provide YOU with a copy of My Homeowners or Condo or Renters or Personal Excess Liability policy declarations page with personal liability coverage of not less than one million dollars (\$1,000,000) each occurrence.
8. (Applicable to Corporation/Entities/Organizations Only) I also agree that I am obligated to reimburse YOU for all reasonable attorney's fees incurred by YOU to enforce the terms of this Hold-Harmless or to defend YOURSELF against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgment should have been defended by ME or at MY sole cost and expense pursuant to this Hold-harmless.

9. **LEGAL SIGNATURES:**

Signature on behalf of "I/WE/ME/MY/OUR":

Individual Matthew Buglovsky

Date: 1/19/23

on behalf of Mr. B's Fishing Camp

Organization or Corporation or LLC or other entity


And

(IF REPRESENTING AN ORGANIZATION, CORPORATION, LLC, ETC.)

**I hereby certify that I am an Authorized Agent of this Organization and fully qualified to sign this Hold-Harmless Agreement on behalf of said Organization.**

Print Name and Title: Matthew Buglovsky

Date: 1/19/23

Signature: 





**PANDEMIC ACKNOWLEDGMENT AND WAIVER OF LIABILITY  
FIELD AND FACILITY PERMIT APPLICATION**

**Background and Purpose**

The Borough of Watchung and the Borough of Watchung Recreation Commission (hereinafter jointly and separately referred to herein as the "Borough of Watchung") offer use of its fields, parks and facilities to the public for a variety of indoor and outdoor physical, social and educational programs and activities, including competitive and non-competitive sports and sporting events, organized leagues, day camps, games, and instructional/training programs and camps (collectively referred to hereinafter as the "Field and Facility Use"). The Borough of Watchung fields, parks and facilities are public and semi-public places that are accessible to large numbers of people on a daily basis.

Due to the ongoing COVID-19 pandemic, and until further notice, any individual or entity wishing to rent or otherwise utilize the fields, parks and facilities of the Borough of Watchung (the "Applicant") is required to complete, sign and return this PANDEMIC ACKNOWLEDGEMENT AND WAIVER OF LIABILITY. It shall be the sole responsibility of the Applicant for use of the Borough field, park and/or facility for any Field and Facility Use to obtain the required insurance policies as set forth in the Field and Facility Permit Application. Permission to access/rent any Borough of Watchung field, park or facility for a Field and Facility Use is expressly conditioned on such individual or entity completing this Pandemic Acknowledgment and Waiver of Liability. The individual or entity shall not permit any individual's participation or attendance in the Field and Facility Use without being included in this Pandemic Acknowledgement and Waiver of Liability.

**Acknowledgement and Waiver**

"I / WE" "ME / MY / OUR" shall mean one of the following:

- a. AN INDIVIDUAL: Name: Matthew Buglovsky **OR**
- b. ORGANIZATION: Name: Mr. B's Fishing Camp **OR**
- c. CORPORATION or LLC: Name: B-Active LLC

I/WE acknowledge and agree that I/WE have been provided with, read and fully understand: (i) the Center for Disease Control's ("CDC") and the New Jersey Department of Health's ("NJDOH") information and guidelines for preventing/protecting against, and recognizing the signs and symptoms of, infection for SARS-CoV-2 (the virus that causes COVID-19) and the related illnesses and medical conditions called COVID-19 and Multisystem Inflammatory Syndrome in Children ("MIS-C") (collectively the "PANDEMIC ILLNESSES"); and the Borough of Watchung "COVID-19 Operational Plan."

I/WE further acknowledge that the Pandemic illnesses: (1) are highly contagious and may cause serious permanent bodily injury, including death, of healthy persons of all ages; (2) are subject to changing recommendations on limiting risk of exposure and spread; (3) remain prevalent throughout New Jersey; (4) are highly likely to spread to persons

## BOROUGH OF WATCHUNG



## RECREATION COMMISSION

in direct contact with or in close proximity to (within about 6 feet) an infected person; (5) believed by the CDC/NJDOH to spread by droplets produced into the air when an infected person coughs, sneezes, talks or otherwise moves air out through their nose and mouth, and from touching surfaces on which droplets containing the virus exist.

I/WE further acknowledge that attending or participating in any Facility and Field Use on a Borough field, park or facility poses an inherent and heightened risk of exposure, infection and bodily injury from the PANDEMIC ILLNESSES regardless of preventative measures taken by the Borough of Watchung.

I/WE acknowledge and agree to voluntarily assume all risks that I/WE, and our participant(s) may be exposed to or infected by these PANDEMIC ILLNESSES by attending or participating in any Facility and Field Use; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I/WE understand that the risk of becoming exposed to or infected by these PANDEMIC ILLNESSES at a Borough of Watchung field, park or facility may result from the actions, omissions or negligence of myself and others, including, but not limited to the Borough of Watchung's officials, officers, employees, and volunteers; and other participants/attendees of the Facility and Field Use.

I/WE, on behalf of ourselves, and our participant(s) the Facility and Field Use, voluntarily agree to assume all of the foregoing risks, and do accept sole and complete responsibility for any and all injuries, damage(s) and other losses, including for all bodily injuries, disabilities, permanent disabilities, deaths, illnesses, damages, losses, claims, demands, liabilities, medical treatment and expenses, attorney fees, costs of suit and/or expenses of any kind that is incurred in connection with attending or participating in any Facility and Field Use at a Borough of Watchung field, park or facility.

I/WE, on behalf of myself/ourselves, and the Facility and Field Use participant(s), HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, WAIVE AND HOLD HARMLESS THE BOROUGH OF WATCHUNG, THE BOROUGH OF WATCHUNG RECREATION COMMISSION, AND EACH OF THE BOROUGH OF WATCHUNG'S OFFICIALS, OFFICERS, EMPLOYEES AGENTS, VOLUNTEERS AND REPRESENTATIVES FOR AND FROM ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LOSSES, LIABILITIES, ACTIONS, COSTS AND EXPENSES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATING TO THE ACCIDENTAL AND/OR NEGLIGENT EXPOSURE TO THESE PANDEMIC ILLNESSES FROM ATTENDING OR PARTICIPATING IN ANY FACILITY AND FIELD USE AT A BOROUGH OF WATCHUNG FIELD, PARK OR FACILITY.

By signing this agreement, I/WE further acknowledge that I/WE have read and discussed with the FACILITY AND FIELD USE PARTICIPANT(S) the provisions of this ACKNOWLEDGMENT AND WAIVER OF LIABILITY and the dangers and risks associated with attending and/or participating in any Facility and Field Use at a Borough of Watchung field, park or facility; the PARTICIPANT(S) fully understand(s) and appreciate(s) these dangers and risks;

# BOROUGH OF WATCHUNG



# RECREATION COMMISSION

and the PARTICIPANT(S) voluntarily wishes to participate and otherwise attend the Facility and Field Use at a Borough of Watchung field, park or facility.

This ACKNOWLEDGMENT AND WAIVER OF LIABILITY does not supersede, circumvent, or cancel Borough of Watchung Recreation Department's Main Participation Agreement or Rules and Regulations.

If any part of this ACKNOWLEDGMENT AND WAIVER OF LIABILITY is found by a court of competent jurisdiction to be invalid, the remainder of this ACKNOWLEDGMENT AND WAIVER OF LIABILITY shall nevertheless remain in full force and effect and the offending provision or provisions severed here from.

I/WE, have read and accept the terms and conditions of this ACKNOWLEDGMENT AND WAIVER OF LIABILITY, and acknowledge and agree that it shall, to the fullest extent allowed by law, be effective upon me and the PARTICIPANT(S) of the Facility and Field Use at a Borough of Watchung field, park or facility.

A handwritten signature in black ink, appearing to be "B. B.", is written over a horizontal line.

Authorized Signature

1/19/23

Date

Mr. B's Fishing Camp

Name of Organization, Corporation or other Entity

DRAFT



MRBSB-1

OP ID: DC

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
RPS Bollinger Sports & Leisure  
PO Box 1322  
Morristown, NJ 07960  
Will Krousis

CONTACT  
NAME:  
PHONE  
(A/C, No, Ext):  
FAX  
(A/C, No):  
E-MAIL  
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: \*Markel Insurance Company

38970

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Mr. B's Sports Camp  
Mark Buglowsky  
72 Village Green Rd  
Bedminster, NJ 07921

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl Participants GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:		3602AH022912	07/09/2022	07/09/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N if yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Accident Insurance Full Excess		4102AH022941	07/09/2022	07/09/2023	Med Max: 25,000 Ded: 250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided under this policy only for sponsored/supervised activities of the named insured for which a premium has been paid.

## CERTIFICATE HOLDER

MRB1---

Mr. B's Sports Camp  
72 Village Green Rd  
Bedminster, NJ 07921

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



MRBSB-1

OP ID: DC

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/18/2022

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PRODUCER  
RPS Bollinger Sports & Leisure  
PO Box 1322  
Morristown, NJ 07960  
Will Krouslis

CONTACT  
NAME:  
PHONE (A/C, No, Ext):  
FAX (A/C, No):  
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: \*Markel Insurance Company

38970

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Mr. B's Sports Camp  
Matt Buglowsky  
72 Village Green Rd  
Edminister, NJ 07921

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl Participants GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	3602AH022912	07/09/2022	07/09/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Accident Insurance Full Excess		4402AH022911	07/09/2022	07/09/2023	Med Max: \$ 25,000 Ded: \$ 250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as additional insured.

## CERTIFICATE HOLDER

WATCH1-

Watchung Recreation Department  
15 Mountain Blvd.  
Watchung, NJ 07069

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





MRBSB-1

OP ID: DC

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/18/2022

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<b>PRODUCER</b> RPS Bollinger Sports & Leisure PO Box 1322 Morristown, NJ 07980 Will Krousilis	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> Mr. B's Sports Camp 4101 Village Green Rd Bedminster, NJ 07921	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A: *Markel Insurance Company</b>	
	<b>NAIC # 38970</b>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	3602AH022912	07/09/2022	07/09/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Incl Participants					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>					BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
A	Accident Insurance		4102AH022911	07/09/2022	07/09/2023	E.L. DISEASE - POLICY LIMIT \$
	Full Excess					Med Max: 25,000
						Ded: 250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Borough of Watchung, Watchung Recreation and the BOE are included as Additionally Insured with regard to the use of Philip's Field, the Watchung Lake area and Valley View School for camps run by Mr. B's Sports Camp as per the signed agreement.

## CERTIFICATE HOLDER

## CANCELLATION

WATCH2-  The Borough of Watchung 15 Mountain Blvd. Watchung, NJ 07069	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



MRBSB-1

OP ID: DC

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/18/2022

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**PRODUCER**  
RPS Bollinger Sports & Leisure  
PO Box 1322  
Morristown, NJ 07960  
Will Krouslis

**CONTACT**

NAME:

PHONE  
(A/C, No, Ext):FAX  
(A/C, No):E-MAIL  
ADDRESS:**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A: \*Markel Insurance Company

38970

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**INSURED**  
Mr. B's Sports Camp  
12 Village Green Rd  
Bedminster, NJ 07921

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl Participants  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		3602AH022912	07/09/2022	07/09/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Accident Insurance</b> <b>Full Excess</b>			4102AH022911	07/09/2022	07/09/2023	Med Max: 25,000 Ded: 250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided under this policy only for sponsored/supervised activities of the named insured for which a premium has been paid. Certificate holder is listed as additional insured.

**CERTIFICATE HOLDER**

WATCH2-

Watchung Board of Education  
1 Dr. Parenty Way  
Watchung, NJ 07069

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



MRBSB-1

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PRODUCER  
RPS Bollinger Sports & Leisure  
PO Box 1322  
Morristown, NJ 07960  
Will Krousis

## CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: \*Markel Insurance Company

38970

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Mr. B's Sports Camp  
Mik Buglovsky  
72 Village Green Rd  
Bedminster, NJ 07921

## COVERAGES

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## REVISION NUMBER:

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	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		3602AH022912	07/09/2022	07/09/2023	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> Incl Participants						DAMAGE TO RENTED PREMISES (Each occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTIONS						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Accident Insurance			4102AH022911	07/09/2022	07/09/2023	Med Max: 25,000
	Full Excess						Ded: 250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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## CERTIFICATE HOLDER

WATCH99

The Borough of Watchung  
15 Mountain Blvd.  
Watchung, NJ 07069

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**BOROUGH OF WATCHUNG  
RESOLUTION: R6**

**WHEREAS**, the Somerset County Commissioners, along with the Somerset County Department of Human Services, supports the designation of Stigma-Free Communities in every municipality; and

**WHEREAS**, at their September 26, 2017 meeting, the Somerset County Commissioners unanimously passed a resolution supporting the designation of Somerset County as a Stigma-Free Community; and

**WHEREAS**, Somerset County recognizes that one in five Americans has experienced mental health and substance use disorders, in a given year according to the National Institute of Mental Health; and

**WHEREAS**, mental health problems are more common than cancer and heart disease combined, affecting children and adults, including more than half of our Iraq and Afghanistan Veterans treated at Veteran's Administration hospitals; and

**WHEREAS**, given the serious nature of this public health problem, we must continue to reach the millions who need help; and

**WHEREAS**, the stigma associated these conditions is identified as the primary reason individuals fail to seek the help they need to recover from the disease; and

**WHEREAS**, Stigma-Free Communities aim to inspire public interest and open dialogues about stigma, raise awareness of mental health and substance use disorders and create a culture wherein residents feel supported by their community and neighbors and feel free to seek treatment for the disease without fear of stigma; and

**WHEREAS**, promoting awareness that there can be no "health" without mental health will break down barriers and encourage residents of all ages to be mindful of their mental health and ask for help when needed; and

**WHEREAS**, local resources are available to treat mental health and substance use so no one resident needs to suffer alone or feel hopeless; and

**WHEREAS**, establishing Stigma-Free Communities will raise awareness of resources and encourage residents to engage in care as soon as the need is identified so recovery can begin, hope is inspired and tragedies are avoided; and

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Borough of Watchung recognizes the community needs and supports the efforts of the County of Somerset in designating Watchung as a Stigma-Free Community

\_\_\_\_\_  
Paolo Marano, Council Member

\_\_\_\_\_  
Ronald Jubin, Ph.D., Mayor

ADOPTED: FEBRUARY 2, 2023  
INDEX: BOH, MISC.  
C: BOH

**BOROUGH OF WATCHUNG  
RESOLUTION: R7**

***ACCEPTAING A GRANT FROM THE STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, OFFICE OF THE ATTORNEY GENERAL, IN THE AMOUNT OF \$32,400.00 UNDER THE FY2023 SAFE AND SECURE COMMUNITIES PROGRAM, SUBAWARD GRANT NUMBER 23-1821, AND AUTHORIZING THE EXECUTION OF A SUBGRANT AWARD, AND ALL DOCUMENTS IN CONNECTION WITH THIS GRANT***

**WHEREAS**, the Borough of Watchung was awarded funding for a project under the Safe and Secure Communities Program, and

**WHEREAS**, the Mayor and Council has reviewed the accompanying application and has approved said request, and

**WHEREAS**, the project is a joint effort between the Department of Law and Public Safety and the Borough of Watchung for the purpose described in the application;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council that:

1. As a matter of public policy the Borough of Watchung wishes to participate to the fullest extent possible with the Department of Law and Public Safety and accepts this Safe & Secure Grant.
2. The Borough is authorized to accept a subaward grant from the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General, in the amount of \$32,400, under the Safe and Secure Communities Program Grant # 23-1821, with a match and fringe benefits, for a total project cost of \$347,400.00.
3. The Mayor and Police Chief are authorized to execute and the Borough Clerk to attest to a subgrant award in connection with this grant, and all documents in connection with this grant.
4. The Borough of Watchung is accepting this grant of funds for the purpose described in the application.

**BOROUGH OF WATCHUNG**  
**RESOLUTION: R7**

5. The amount of the award is \$32,400 with a match of \$315,000 by the Borough.
6. The Subaward Number is 23-1821 and the period is from April 8, 2023 – April 7, 2024.

\_\_\_\_\_  
Paolo Marano, Council Member

\_\_\_\_\_  
Ronald Jubin, Ph.D., Mayor

**CERTIFICATION OF RECORDING OFFICER**

This is to certify that the foregoing Resolution is a true and correct copy of a resolution finally adopted at the meeting of the Mayor and Council of the Borough of Watchung held on February 2, 2023 and duly recorded in my office; that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

\_\_\_\_\_  
Edith G. Gil  
Municipal Clerk

ADOPTED: FEBRUARY 2, 2023  
INDEX: POLICE,  
C: A. HART, B. HANCE

**BOROUGH OF WATCHUNG  
RESOLUTION: R8**

***AUTHORIZING SHARED SERVICES AGREEMENT WITH THE BOROUGH OF  
NORTH PLAINFIELD FOR FIRE SERVICES***

**WHEREAS**, the Borough of Watchung wishes to ensure the safety and welfare of its residents by providing for sufficient fire coverage and protection services that are available on a twenty-four (24) hour per-day, seven (7) day per week basis; and

**WHEREAS**, the Borough of Watchung and the Borough of North Plainfield have expressed a desire to enter into a shared service agreement for joint-provision of fire prevention, protection, and investigation services between their two municipalities; and

**WHEREAS**, the two municipalities are in close geographic proximity to each other, and share a contiguous municipal border; and

**WHEREAS**, the municipalities have conducted a feasibility study and determined it to be in their mutual best interests to provide for a joint provision of fire prevention, protection, and investigation services; and

**WHEREAS**, North Plainfield and Watchung have prepared a Shared Service Agreement (hereafter "Agreement") for the joint-provision of fire prevention, protection, and investigation services, including the purchase of a fire service ladder truck through the Local Efficiency Achievement Program (LEAP) grant; and

**WHEREAS**, the governing bodies of the Borough of Watchung and the Borough of North Plainfield have reviewed the Agreement and are in mutual recognition of its benefits to their respective residents as having the potential to increase efficiency, enhance safety, and/or provide cost savings.

**NOW, THEREFORE, BE IT RESOLVED** that the Borough Council of the Borough of Watchung, County of Somerset hereby endorses undertaking the aforementioned Agreement and authorizes Borough Officials to enter into the Agreement with North Plainfield.

**BOROUGH OF WATCHUNG  
RESOLUTION: R8**

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk are hereby authorized and directed to sign the Agreement on behalf of the Borough, in substantially the form attached hereto.

**BE IT FURTHER RESOLVED** that the Mayor, Borough Clerk, Borough Administrator, Borough CFO, and other appropriate Borough official are hereby authorized to take all necessary actions to allow for and support the Borough's participation in this Agreement.

**BE IT FURTHER RESOLVED** that a copy of the Agreement be maintained in the Watchung Borough's office and be available for public inspection.

**BE IT FURTHER RESOLVED** that a copy of this Resolution be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4(b).

**BE IT FURTHER RESOLVED** that this Resolution shall take effect pursuant to law.

\_\_\_\_\_  
Curt S. Dahl, Council Member

\_\_\_\_\_  
Ronald Jubin, Ph.D. Mayor

ADOPTED: FEBRUARY 2, 2023  
INDEX: FIRE,  
C: FIRE DEPT, B. HANCE,



## SHARED SERVICES AGREEMENT FOR A FIRE SERVICE LADDER TRUCK

**THIS AGREEMENT**, made as of February \_\_\_\_\_, 2023, by and between:

**THE BOROUGH OF NORTH PLAINFIELD** (lead agency), a Municipal Corporation of the State of New Jersey, County of Somerset, with its principal office located at 263 Somerset Street, North Plainfield, NJ 07060;

-AND -

**THE BOROUGH OF WATCHUNG** (participant), a Municipal Corporation of the State of New Jersey, County of Somerset, with its a Municipal Corporation of the State of New Jersey with its principal office located at 15 Mountain Blvd., Watchung, NJ 07069 for provision of Fire Services.

### WITNESSETH

**WHEREAS**, the governing bodies of the Borough of North Plainfield and the Borough of Watchung are in mutual recognition and agreement that the citizens of their respective communities can be better served, at a reduced expenditure of scarce tax dollars, by arranging for the joint provision of sharing the purchase of a fire service ladder truck, and

**WHEREAS**, N.J.S.A 40A:65-1, et seq., known as the "Uniform Shared Services and Consolidation Act," authorizes two or more local units to enter into an agreement for interlocal services known as a Shared Service Agreement for the provision of municipal services ("Agreement").

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

**1. Term of Agreement:** Effective upon adoption of Council resolution by both municipalities and for a minimum of 5 (five) years and for the service life of the vehicle.

**2. Scope of Services:** These municipal fire departments will jointly purchase and share a new fire service ladder truck for the purpose of emergency incident response and training, when these types of services are needed in either community. As the lead agency, the Borough of North Plainfield will coordinate and be responsible for maintaining and staffing the vehicle for the life of the agreement.

**3. Funding:** Initial service cost for the original purchase is estimated at \$1.5 million dollars as per quotes from several NJ State contract vendors. Both parties will jointly apply for a NJ LEAP grant for the purpose of deferring initial purchase costs of the ladder truck; future annual costs for repairs and preventative maintenance range from \$9,000-12,000, to be shared by both parties, which include, but are not limited to annual chassis/pump/ladder - maintenance/service/testing.

**4. Payment Schedule:** Watchung (Participant) will pay North Plainfield (Lead Entity) their share of costs at the time any costs are due. The final costs for the purchase of the fire service ladder truck, along with the appropriation (%) between Watchung and North Plainfield shall be subject to further written agreement between the parties.

## SHARED SERVICES AGREEMENT FOR A FIRE SERVICE LADDER TRUCK

**5.Indemnity:** Neither party shall be liable for any negligent, reckless or intentional acts or omissions of the other and each shall indemnify, defend and hold the other harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of itself or any of its respective employees or independent contractors. Such indemnification shall include payment of reasonable attorneys' fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional acts or omissions.

**6.Insurance:** Insurance requirements shall be determined and established by both municipal Business Administrators based on what is the best and most appropriate coverage.

**7.Termination:** Upon authorization of grant funding and with a signed contract for purchase, the parties will not terminate this agreement for a minimum of 5 years. After that time period, either party may request termination of the agreement with 6 months' notice and then the terminating party will no longer be financially responsible for the vehicle or this agreement.

**8.Mediation/Arbitration:** Should a controversy or dispute between the parties arise, in relation to this Agreement, every effort will be made to resolve the controversy or dispute. If the dispute cannot be settled through direct discussions, the parties agree that they will attempt to settle the matter through mediation administered by the Division of Local Government Services or other mediator acceptable to both parties before resorting to any other remedy.

**9.Other Contracts:** The parties recognize that this is not an exclusive agreement and that other municipal partners to the agreement may be solicited. Prior to other municipalities being admitted to the Shared Service Agreement, both agencies will evaluate the overall impact of the service provided, as well as the financial considerations.

**10.Compliance:** This agreement, and any subsequent contract or related matters, shall be governed and construed by and in accordance with the laws of the State of New Jersey.

**11.Reporting: Reporting:** The Lead Entity will issue periodic reports as required by the grant.

**ATTEST:**

**Lead Entity: Borough of North Plainfield**

\_\_\_\_\_  
Michele Garry, Acting Clerk

\_\_\_\_\_  
Lawrence La Ronde, Mayor

**ATTEST:**

**Participant: Borough of Watchung**

\_\_\_\_\_  
Edith Gil, Borough Clerk

\_\_\_\_\_  
Ronald Jubin, Ph.D. Mayor

**BOROUGH OF WATCHUNG  
RESOLUTION: R10**

**WHEREAS**, due to the flooding caused by Hurricane Ida in 2021, various stormwater culverts throughout the Borough are in need of repair and/or replacement; and

**WHEREAS**, the Borough has applied for and obtained funding from FEMA to assist in the repair and/or replacement of various stormwater culverts throughout the Borough; and

**WHEREAS**, some of the culverts are located on private property; and

**WHEREAS**, in order to complete the work on the stormwater culverts on the private properties through the FEMA funding, the Borough is required to access certain portions of the private properties, and the Borough does not have an easement for such access; and

**WHEREAS**, it is necessary for Grantee to obtain access to portions of the private properties to perform such work, and has requested temporary construction access licenses from the private property owners.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Watchung, County of Somerset, State of New Jersey, that the Borough hereby authorizes the acceptance of the temporary construction licenses from the private property owners for the completion of the repairs to the stormwater culverts through the FEMA funding.

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk are hereby authorized and directed to sign the Temporary Construction Access License Agreements, in substantially form attached hereto, on behalf of the Borough.

**BE IT FURTHER RESOLVED** that the appropriate Borough officials and professionals are authorized to take all required actions to effectuate the authorizations in this Resolution and comply with the terms of the License Agreements for the completion of the project.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect pursuant to law.

\_\_\_\_\_  
Christine B. Ead, Council President

\_\_\_\_\_  
Ronald Jubin, Ph.D., Mayor

ADOPTED: FEBRUARY 2, 2023  
INDEX: SEWERS, LICENSES,  
C: ENG.,

## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

This Temporary Construction Access License Agreement ("License") is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by **GEORGE AND YELENA BUCHBINDER**, having an address of 25 Glen Eagles Drive, Watchung, New Jersey 07069 ("Grantor") and **THE BOROUGH OF WATCHUNG**, a Municipal Corporation of the State of New Jersey, having its principal office at 15 Mountain Boulevard, Watchung, New Jersey 07069 ("Grantee" or "Borough" or "Watchung"). Grantor and Grantee are sometimes hereinafter referred to individually as a "Party," and collectively as the "Parties";

**WHEREAS**, Grantor is the owner of certain real property known as Block 203, Lot 19 as shown on the Official Tax Map of the Borough of Watchung, County of Somerset, State of New Jersey, located at 25 Glen Eagles Drive (the "Property"); and

**WHEREAS**, due to the flooding caused by Hurricane Ida in 2021, various stormwater culverts throughout the Borough are in need of repair and/or replacement; and

**WHEREAS**, the Borough has applied for and obtained funding from FEMA to assist in the repair and/or replacement of various stormwater culverts throughout the Borough; and

**WHEREAS**, one such culvert is located on the Grantor's Property; and

**WHEREAS**, in order to complete the work on the stormwater culverts on the Property through the FEMA funding, the Borough is required to access certain portions of the Property, which is privately owned, and the Borough does not have an easement for such access; and

**WHEREAS**, it is necessary for Grantee to obtain access to portions of the Property to perform such work, which areas cannot be specifically delineated; and as such the entire Property subject to this License shall be referred to as the "Temporary Construction License Area"; and

**WHEREAS**, in connection with any improvements being undertaken by Grantee, Grantor has agreed to convey a temporary construction access license (hereinafter defined) to Grantee on the Temporary Construction License Area.

**NOW, THEREFORE**, in consideration of One and 00/100 (\$1.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby give, grant, convey, and assign unto Grantee, its successors, assigns,

## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

agents, contractors, engineers, consultants and/or designees, a temporary construction license to access and use in that portion of the Grantor's property contained within the Temporary Construction License Area as described herein, upon the following terms and conditions.

1. **Preambles.** The above preambles of this License are hereby incorporated by reference herein.

2. **Purpose of Temporary Construction License.**

(a) This instrument shall convey to Grantee, its successors, assigns, agents, contractors, engineers, consultants and/or designees, as the case may be, on foot and with vehicles and machinery, the right to enter and re-enter the Temporary Construction License Area for the purpose of performing the necessary work to address and repair, to the best of Grantee's ability, the stormwater culvert(s) on the Property. Work that may be required for this project includes, without limitation, the excavating and grading of soil, swale and berm construction, replacement and regrading of existing sidewalks, driveways, curbing, and installation of silt fence for soil erosion and sediment control.

(b) This instrument shall further convey the right unto Grantee to remove any trees, bushes, shrubs, undergrowth and/or any other obstructions from the Temporary Construction License Area adversely impacting the carrying out of the purposes as described herein, subject to reasonable prior notice and approval by Grantor. Grantee shall provide for the reasonable restoration of the disturbed areas, including placing of topsoil, seeding, fertilizing and mulching lawn areas, and reasonable replacement of landscaping as required.

(c) Grantor hereby reserves the right to grant such future licenses, easements and other right-of-way's, over, under, across and through the Temporary Construction License Area, provided same will not adversely affect Grantee's exercise of the rights granted herein.

(d) This License grant and all provisions herein are subordinate to the right of the Grantor, expressly reserved, to access and use the Temporary Construction License Area for any purpose which does not unreasonably interfere with Grantee's right to use the

## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

Temporary Construction License Area for the purposes set forth herein.

(e) The Parties acknowledge that the work to be performed in the Temporary Construction License Area by the Grantor shall be performed by a contractor awarded through a publicly bid contract for such services pursuant to the FEMA grant obtained by the Borough.

3. **Duration of License and Assignment of Rights.** The License shall commence upon the Grantor's receipt of written notification from the Grantee's Engineer, and shall remain in effect the earlier of one (1) week or until such use is no longer required as determined by Grantee ("Termination Date").

4. **Use of Temporary Construction License Area.** Except as hereinafter specifically set forth, Grantor, its successors and assigns, shall not install any fence, vegetation, landscaping, structure or other impediment in or on any portion of the Property that would unreasonably interfere with Grantee's use of the Temporary Construction License Area or Grantee's exercise of the rights conveyed herein. Grantee shall have the right, after conformance with this Section, to clear any such impediments and obstructions installed thereon by Grantor, at Grantor's sole cost and expense.

5. **Property of Grantee.** It is expressly understood and agreed that all property, tools, equipment, vehicles, excavation, debris, surplus materials, and improvements placed upon the Temporary Construction License Area shall remain the property of the Grantee, its successors and assigns, employees, agents, contractors and/or designees, as the case may be, and must be removed by the Grantee, its successors and assigns, its agents, contractors, engineers, consultants and/or designees, as the case may be, on or before the Termination Date.

6. **Indemnification.** It is expressly understood and agreed that Grantee indemnifies and holds Grantor, its successors and assigns, employees, engineers, consultants, agents, contractors and/or designees, as the case may be, harmless against any and all damages, conditions and claims arising out of the construction within the Temporary Construction License Area, except for those claims that may arise out of the Grantor's negligence or willful misconduct. The indemnification provided herein shall be limited by all applicable laws including the N.J. Tort Claims Act.

## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

### **7. Environmental Compliance.**

(a) Grantee covenants and agrees that, during the term of this License, Grantee shall be responsible, at its sole cost and expense, for the following (collectively, "Grantee's Environmental Obligations"): (i) the management and off-site disposal of all soils, groundwater or surface water excavated or removed from the Temporary Construction License Area by Grantee or Grantee's employees, agents, contractors and/or designees ("Removed Materials"), and (ii) any releases of Hazardous Substances (as defined herein) on or at the Temporary Construction License Area caused by Grantee or Grantee's employees, agents, contractors and/or designees (a "Grantee Release"). It is understood that Grantor is not, and has no responsibility as a handler, generator, operator, treater, storer, arranger, transporter, or disposer of any Removed Materials. Grantee shall be designated as the generator in connection with the disposal of any Removed Materials and shall be responsible at its sole cost and expense for the management and disposal of all Removed Materials. If any investigation, reporting, sampling, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature required under any state, federal or local statutes, regulations, laws and directives, including Environmental Laws (hereafter defined), ("Remedial Work") is necessary as a result of a Grantee Release, including in connection with Removed Materials, then Grantee shall: (i) immediately notify Grantor and provide Grantor with such information as reasonably required by Grantor in relation thereto, and (ii) at its expense, obtain a Response Action Outcome ("RAO") pursuant to New Jersey law in connection with such Remedial Work and shall pay all costs as may be required by the New Jersey Department of Environmental Protection ("NJDEP"). Any reports, sampling plans, remediation plans, financial assurances or such other documentation required for the Remedial Work shall first be submitted to Grantor for its prior approval. Grantee shall diligently prosecute to completion all Remedial Work in accordance with such approved plans and without imposition of any engineering or institutional controls on the Temporary Construction License Area or Grantor's property unless approved by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee hereby indemnifies, defends

## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

and holds Grantor and Grantor's successors and assigns harmless from and against and with respect to any and all Claims (hereafter defined) asserted against Grantor and/or Grantor's successors and assigns with respect to Grantee's Environmental Obligations and those obligations of Grantee set forth in this Section 7, except for those Claims that may arise out of: (i) Grantor's gross negligence or willful misconduct, or (ii) Existing Contamination Conditions (hereafter defined), as more particularly described in Section 8(b) below.

(b) Notwithstanding anything contained in this License to the contrary, Grantor does hereby assume and retain responsibility for and does hereby release Grantee and Grantee's successors and assigns, from, against and with respect to any and all actions, causes of action, complaints, claims, costs, damages, liabilities and losses (collectively, "Claims"), which Grantor and/or Grantor's successors and assigns, or anyone claiming through or under Grantor and/or Grantor's successors and assigns, may hereafter have against Grantee and/or Grantee's successors and assigns with respect to the presence of Hazardous Substances (as defined in this Section 7) existing on, at, under or originating from the Temporary Construction License Area (including soils, groundwater or any other media) as of the date of this License, except to the extent such conditions are caused by Grantee prior to date of this License (the "Existing Contamination Conditions") and Grantor further indemnifies, defends and holds Grantee and Grantee's successors and assigns harmless from and against and with respect to any and all Claims asserted by third parties against Grantee and/or Grantee's successors and assigns with respect to the Existing Contamination Conditions; provided, however, that Grantor does not release Grantee and Grantee's successors and assigns from, nor does Grantor agree to indemnify, defend or hold Grantee and Grantee's successors and assigns harmless from or with respect to Grantee's Environmental Obligations.

(c) As used in this Section 7, the term "Hazardous Substances" shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radiologically contaminated or enhanced material, including, but not limited to, those substances, chemicals, wastes, toxicants, pollutants, pesticides, fungicides or contaminants regulated by any Environmental Law (as defined herein), including, without



## TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT

limitation, any petroleum products or fractions thereof.

(d) As used in this Section 7, the term "Environmental Law" shall mean any one or all local, state, and federal laws, rules, statutes, ordinances and regulations, now in effect or hereinafter enacted, that regulate or protect health and the environment, and shall include without limitation, any law, rule, statute, ordinance, regulation, judicial or administrative order, or consent decree which governs or addresses the quality, management or use of any air, ground water, surface water, soil, land, or any subsurface or sub-strata land, or the generation, treatment, storage, disposal, use or disposition of any Hazardous Substance including, without limitation, the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, et seq., the New Jersey Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1 et seq., the New Jersey Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq., the NJDEP Technical Requirements for Site Remediation rules, at N.J.A.C. 7:26E-1, et seq., the NJDEP Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C-1, et seq. (the "ARRCS Rules"), and any amendments of such laws, regulations and codes and any successor thereto, as amended.

(e) The provisions of this Section 8 shall survive the expiration or termination of this License.

8. **Binding Effect.** By acceptance of this instrument, Grantor and Grantee agree to abide by the terms and conditions herein, and the provisions of this instrument shall inure to the benefit of and be binding upon the respective Parties hereto and their heirs, executors, administrators, successors, and assigns. The rights granted hereunder may not be assigned and transferred by Grantee, without the prior written consent of Grantor, which shall be in Grantor's sole discretion.

9. **Severability.** If any of the provisions of this instrument shall be deemed invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire instrument, but rather the entire instrument shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Grantor and Grantee shall be construed and enforced accordingly. Grantor assumes no responsibility or liability for any condition which may be disclosed by the entry onto the lands and

## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

interests being conveyed herein.

10. **Counterparts.** This instrument may be executed in one or more counterparts, together which shall constitute the same instrument.

11. **Insurance.** Grantee shall maintain in full force and effect Comprehensive General Liability (including Contractual Liability covering this agreement), Automobile Liability and Employer Liability insurance with minimum limits of \$1,000,000 per occurrence for both bodily injury and property damage. Workmen's Compensation coverage shall be the minimum statutory limits required by law. Grantor shall maintain in full force and effect property owner's insurance covering the Property, which shall contain comprehensive general liability coverage. On request, each party shall provide evidence of each policy of insurance obtained or maintained as required herein.

12. **Terms of License.**

(a) Grantee agrees that all work to be performed pursuant to the rights granted herein shall be performed in a safe, good and workmanlike manner, with due regard for the safety of persons and the property of Grantor and others, and in conformity with all applicable governmental statutes, ordinances, rules and regulations, permits and approvals.

(b) Grantee shall not impair, restrict or prevent free, ready and continuous passage by Grantor or its agents, invitees, licensees, successor and assigns, over the Temporary Construction License Area except on a temporary basis as reasonably necessary during construction or maintenance, and upon at least twenty-four (24) hours' prior written notice to Grantor, except that in the event of an emergency, notice shall be given as promptly as possible.

(c) Notwithstanding anything to the contrary herein, the rights provided for herein are subject to any and all existing rights of way, interests, conditions, leases, easements and restrictions currently in effect for the Temporary Construction License Area.

(d) No mechanic's or other lien for such labor or materials shall attach to or affect any estate or interest of Grantor in and to all or any portion of Grantor's Property. If any vendor's, mechanic's, laborer's or materialman's statutory or similar lien is filed or claimed against Grantor's property or any other property owned by Grantor by reason of work, labor, services or

## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

materials supplied or claimed to have been supplied to all or any portion of the Temporary Construction License Area by Grantee, Grantee shall promptly after notice of such filing or claim, cause the same to be discharged of record or bonded.

13. **NO GUARANTY/WARRANTY.** The parties acknowledge and agree that the Borough is making no guaranty and not providing any warranty that the work being performed will address all the stormwater issues that may exist on the Property, including, without limitation, that such work will ultimately solve the stormwater issues or not cause any future issues or damages to the Property. The Parties further acknowledge and agree that the Borough's performance of such work herein authorized is being done to address any future public concerns; and is not assuming any ongoing maintenance, repair, nor any easement or other property interest in the Property or the improvements being provided thereon. The Property remains private property; and any and all future maintenance, repair or other work required on the Property shall remain the responsibility of the Grantor.

14. **Self Help.** If a party fails to perform, fulfill or observe any agreement contained within this License on its part to be performed, fulfilled or observed, that continues for thirty (30) days after written notice, or if an emergency exists that threatens damage to persons or property, or any portion or any part thereof, the other party, at its election, may cure such failure or breach on behalf of the breaching party. Any amount that is expended to remedy any breach shall be reimbursed by the breaching party to the other party within ten (10) business days after presentation of an invoice for such services.

**[Signature page follows.]**

**TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

**IN WITNESS WHEREOF**, by execution of this License, Grantor has accepted the terms of this Temporary Construction License the day and year first above written.

**WITNESS:**

**GRANTORS:**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
George Buchbinder

Dated: \_\_\_\_\_, 2023

**WITNESS:**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Yelena Buchbinder

Dated: \_\_\_\_\_, 2023

**ATTEST:**

**GRANTEE:**

\_\_\_\_\_  
Edith G. Gil, Borough Clerk

\_\_\_\_\_  
Ronald Jubin, Ph.D., Mayor

Dated: \_\_\_\_\_, 2023

## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

This Temporary Construction Access License Agreement ("License") is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by **YANG PING**, having an address of 30 Brook Drive, Watchung, New Jersey 07069 ("Grantor") and **THE BOROUGH OF WATCHUNG**, a Municipal Corporation of the State of New Jersey, having its principal office at 15 Mountain Boulevard, Watchung, New Jersey 07069 ("Grantee" or "Borough" or "Watchung"). Grantor and Grantee are sometimes hereinafter referred to individually as a "Party," and collectively as the "Parties";

**WHEREAS**, Grantor is the owner of certain real property known as Block 6701, Lot 8 as shown on the Official Tax Map of the Borough of Watchung, County of Somerset, State of New Jersey, located at 30 Brook Drive (the "Property"); and

**WHEREAS**, due to the flooding caused by Hurricane Ida in 2021, various stormwater culverts throughout the Borough are in need of repair and/or replacement; and

**WHEREAS**, the Borough has applied for and obtained funding from FEMA to assist in the repair and/or replacement of various stormwater culverts throughout the Borough; and

**WHEREAS**, one such culvert is located on the Grantor's Property; and

**WHEREAS**, in order to complete the work on the stormwater culverts on the Property through the FEMA funding, the Borough is required to access certain portions of the Property, which is privately owned, and the Borough does not have an easement for such access; and

**WHEREAS**, it is necessary for Grantee to obtain access to portions of the Property to perform such work, which areas cannot be specifically delineated; and as such the entire Property subject to this License shall be referred to as the "Temporary Construction License Area"; and

**WHEREAS**, in connection with any improvements being undertaken by Grantee, Grantor has agreed to convey a temporary construction access license (hereinafter defined) to Grantee on the Temporary Construction License Area.

**NOW, THEREFORE**, in consideration of One and 00/100 (\$1.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by

## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

Grantor, Grantor does hereby give, grant, convey, and assign unto Grantee, its successors, assigns, agents, contractors, engineers, consultants and/or designees, a temporary construction license to access and use in that portion of the Grantor's property contained within the Temporary Construction License Area as described herein, upon the following terms and conditions.

1. **Preambles.** The above preambles of this License are hereby incorporated by reference herein.
2. **Purpose of Temporary Construction License.**

(a) This instrument shall convey to Grantee, its successors, assigns, agents, contractors, engineers, consultants and/or designees, as the case may be, on foot and with vehicles and machinery, the right to enter and re-enter the Temporary Construction License Area for the purpose of performing the necessary work to address and repair, to the best of Grantee's ability, the stormwater culvert(s) on the Property. Work that may be required for this project includes, without limitation, the excavating and grading of soil, swale and berm construction, replacement and regrading of existing sidewalks, driveways, curbing, and installation of silt fence for soil erosion and sediment control.

(b) This instrument shall further convey the right unto Grantee to remove any trees, bushes, shrubs, undergrowth and/or any other obstructions from the Temporary Construction License Area adversely impacting the carrying out of the purposes as described herein, subject to reasonable prior notice and approval by Grantor. Grantee shall provide for the reasonable restoration of the disturbed areas, including placing of topsoil, seeding, fertilizing and mulching lawn areas, and reasonable replacement of landscaping as required.

(c) Grantor hereby reserves the right to grant such future licenses, easements and other right-of-ways, over, under, across and through the Temporary Construction License Area, provided same will not adversely affect Grantee's exercise of the rights granted herein.

(d) This License grant and all provisions herein are subordinate to the right of the Grantor, expressly reserved, to access and use the Temporary Construction License

## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

Area for any purpose which does not unreasonably interfere with Grantee's right to use the Temporary Construction License Area for the purposes set forth herein.

(e) The Parties acknowledge that the work to be performed in the Temporary Construction License Area by the Grantor shall be performed by a contractor awarded through a publicly bid contract for such services pursuant to the FEMA grant obtained by the Borough.

3. **Duration of License and Assignment of Rights.** The License shall commence upon the Grantor's receipt of written notification from the Grantee's Engineer, and shall remain in effect the earlier of one (1) week or until such use is no longer required as determined by Grantee ("Termination Date").

4. **Use of Temporary Construction License Area.** Except as hereinafter specifically set forth, Grantor, its successors and assigns, shall not install any fence, vegetation, landscaping, structure or other impediment in or on any portion of the Property that would unreasonably interfere with Grantee's use of the Temporary Construction License Area or Grantee's exercise of the rights conveyed herein. Grantee shall have the right, after conformance with this Section, to clear any such impediments and obstructions installed thereon by Grantor, at Grantor's sole cost and expense.

5. **Property of Grantee.** It is expressly understood and agreed that all property, tools, equipment, vehicles, excavation, debris, surplus materials, and improvements placed upon the Temporary Construction License Area shall remain the property of the Grantee, its successors and assigns, employees, agents, contractors and/or designees, as the case may be, and must be removed by the Grantee, its successors and assigns, its agents, contractors, engineers, consultants and/or designees, as the case may be, on or before the Termination Date.

6. **Indemnification.** It is expressly understood and agreed that Grantee indemnifies and holds Grantor, its successors and assigns, employees, engineers, consultants, agents, contractors and/or designees, as the case may be, harmless against any and all damages, conditions and claims arising out of the construction within the Temporary Construction License Area, except for those claims that may arise out of the Grantor's negligence or willful misconduct. The indemnification provided

## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

herein shall be limited by all applicable laws including the N.J. Tort Claims Act.

### **7. Environmental Compliance.**

(a) Grantee covenants and agrees that, during the term of this License, Grantee shall be responsible, at its sole cost and expense, for the following (collectively, "Grantee's Environmental Obligations"): (i) the management and off-site disposal of all soils, groundwater or surface water excavated or removed from the Temporary Construction License Area by Grantee or Grantee's employees, agents, contractors and/or designees ("Removed Materials"), and (ii) any releases of Hazardous Substances (as defined herein) on or at the Temporary Construction License Area caused by Grantee or Grantee's employees, agents, contractors and/or designees (a "Grantee Release"). It is understood that Grantor is not, and has no responsibility as a handler, generator, operator, treater, storer, arranger, transporter, or disposer of any Removed Materials. Grantee shall be designated as the generator in connection with the disposal of any Removed Materials and shall be responsible at its sole cost and expense for the management and disposal of all Removed Materials. If any investigation, reporting, sampling, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature required under any state, federal or local statutes, regulations, laws and directives, including Environmental Laws (hereafter defined), ("Remedial Work") is necessary as a result of a Grantee Release, including in connection with Removed Materials, then Grantee shall: (i) immediately notify Grantor and provide Grantor with such information as reasonably required by Grantor in relation thereto, and (ii) at its expense, obtain a Response Action Outcome ("RAO") pursuant to New Jersey law in connection with such Remedial Work and shall pay all costs as may be required by the New Jersey Department of Environmental Protection ("NJDEP"). Any reports, sampling plans, remediation plans, financial assurances or such other documentation required for the Remedial Work shall first be submitted to Grantor for its prior approval. Grantee shall diligently prosecute to completion all Remedial Work in accordance with such approved plans and without imposition of any engineering or institutional controls on the Temporary Construction License Area or Grantor's property unless approved by Grantor, which approval shall not



## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

be unreasonably withheld, conditioned or delayed. Grantee hereby indemnifies, defends and holds Grantor and Grantor's successors and assigns harmless from and against and with respect to any and all Claims (hereafter defined) asserted against Grantor and/or Grantor's successors and assigns with respect to Grantee's Environmental Obligations and those obligations of Grantee set forth in this Section 7, except for those Claims that may arise out of: (i) Grantor's gross negligence or willful misconduct, or (ii) Existing Contamination Conditions (hereafter defined), as more particularly described in Section 8(b) below.

(b) Notwithstanding anything contained in this License to the contrary, Grantor does hereby assume and retain responsibility for and does hereby release Grantee and Grantee's successors and assigns, from, against and with respect to any and all actions, causes of action, complaints, claims, costs, damages, liabilities and losses (collectively, "Claims"), which Grantor and/or Grantor's successors and assigns, or anyone claiming through or under Grantor and/or Grantor's successors and assigns, may hereafter have against Grantee and/or Grantee's successors and assigns with respect to the presence of Hazardous Substances (as defined in this Section 7) existing on, at, under or originating from the Temporary Construction License Area (including soils, groundwater or any other media) as of the date of this License, except to the extent such conditions are caused by Grantee prior to date of this License (the "Existing Contamination Conditions") and Grantor further indemnifies, defends and holds Grantee and Grantee's successors and assigns harmless from and against and with respect to any and all Claims asserted by third parties against Grantee and/or Grantee's successors and assigns with respect to the Existing Contamination Conditions; provided, however, that Grantor does not release Grantee and Grantee's successors and assigns from, nor does Grantor agree to indemnify, defend or hold Grantee and Grantee's successors and assigns harmless from or with respect to Grantee's Environmental Obligations.

(c) As used in this Section 7, the term "Hazardous Substances" shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radiologically contaminated or enhanced material, including, but not limited to, those substances, chemicals, wastes, toxicants, pollutants, pesticides, fungicides or

## TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT

contaminants regulated by any Environmental Law (as defined herein), including, without limitation, any petroleum products or fractions thereof.

(d) As used in this Section 7, the term "Environmental Law" shall mean any one or all local, state, and federal laws, rules, statutes, ordinances and regulations, now in effect or hereinafter enacted, that regulate or protect health and the environment, and shall include without limitation, any law, rule, statute, ordinance, regulation, judicial or administrative order, or consent decree which governs or addresses the quality, management or use of any air, ground water, surface water, soil, land, or any subsurface or sub-strata land, or the generation, treatment, storage, disposal, use or disposition of any Hazardous Substance including, without limitation, the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, et seq., the New Jersey Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1 et seq., the New Jersey Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq., the NJDEP Technical Requirements for Site Remediation rules, at N.J.A.C. 7:26E-1, et seq., the NJDEP Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26G-1, et seq. (the "ARRCS Rules"), and any amendments of such laws, regulations and codes and any successor thereto, as amended.

(e) The provisions of this Section 8 shall survive the expiration or termination of this License.

8. **Binding Effect.** By acceptance of this instrument, Grantor and Grantee agree to abide by the terms and conditions herein, and the provisions of this instrument shall inure to the benefit of and be binding upon the respective Parties hereto and their heirs, executors, administrators, successors, and assigns. The rights granted hereunder may not be assigned and transferred by Grantee, without the prior written consent of Grantor, which shall be in Grantor's sole discretion.

9. **Severability.** If any of the provisions of this instrument shall be deemed invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire instrument, but rather the entire instrument shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Grantor and Grantee shall be construed and enforced accordingly. Grantor assumes no

## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

responsibility or liability for any condition which may be disclosed by the entry onto the lands and interests being conveyed herein.

10. **Counterparts.** This instrument may be executed in one or more counterparts, together which shall constitute the same instrument.

11. **Insurance.** Grantee shall maintain in full force and effect Comprehensive General Liability (including Contractual Liability covering this agreement), Automobile Liability and Employer Liability insurance with minimum limits of \$1,000,000 per occurrence for both bodily injury and property damage. Workmen's Compensation coverage shall be the minimum statutory limits required by law. Grantor shall maintain in full force and effect property owner's insurance covering the Property, which shall contain comprehensive general liability coverage. On request, each party shall provide evidence of each policy of insurance obtained or maintained as required herein.

12. **Terms of License.**

(a) Grantee agrees that all work to be performed pursuant to the rights granted herein shall be performed in a safe, good and workmanlike manner, with due regard for the safety of persons and the property of Grantor and others, and in conformity with all applicable governmental statutes, ordinances, rules and regulations, permits and approvals.

(b) Grantee shall not impair, restrict or prevent free, ready and continuous passage by Grantor or its agents, invitees, licensees, successor and assigns, over the Temporary Construction License Area except on a temporary basis as reasonably necessary during construction or maintenance, and upon at least twenty-four (24) hours' prior written notice to Grantor, except that in the event of an emergency, notice shall be given as promptly as possible.

(c) Notwithstanding anything to the contrary herein, the rights provided for herein are subject to any and all existing rights of way, interests, conditions, leases, easements and restrictions currently in effect for the Temporary Construction License Area.

(d) No mechanic's or other lien for such labor or materials shall attach to or affect any estate or interest of Grantor in and to all or any portion of Grantor's Property. If any vendor's, mechanic's, laborer's or materialman's statutory or similar lien is filed or claimed against

## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

Grantor's property or any other property owned by Grantor by reason of work, labor, services or materials supplied or claimed to have been supplied to all or any portion of the Temporary Construction License Area by Grantee, Grantee shall promptly after notice of such filing or claim, cause the same to be discharged of record or bonded.

13. **NO GUARANTY/WARRANTY.** The parties acknowledge and agree that the Borough is making no guaranty and not providing any warranty that the work being performed will address all the stormwater issues that may exist on the Property, including, without limitation, that such work will ultimately solve the stormwater issues or not cause any future issues or damages to the Property. The Parties further acknowledge and agree that the Borough's performance of such work herein authorized is being done to address any future public concerns; and is not assuming any ongoing maintenance, repair, nor any easement or other property interest in the Property or the improvements being provided thereon. The Property remains private property; and any and all future maintenance, repair or other work required on the Property shall remain the responsibility of the Grantor.

14. **Self Help.** If a party fails to perform, fulfill or observe any agreement contained within this License on its part to be performed, fulfilled or observed, that continues for thirty (30) days after written notice, or if an emergency exists that threatens damage to persons or property, or any portion or any part thereof, the other party, at its election, may cure such failure or breach on behalf of the breaching party. Any amount that is expended to remedy any breach shall be reimbursed by the breaching party to the other party within ten (10) business days after presentation of an invoice for such services.

**[Signature page follows.]**

**TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

**IN WITNESS WHEREOF**, by execution of this License, Grantor has accepted the terms of this Temporary Construction License the day and year first above written.

**WITNESS:**

\_\_\_\_\_  
Name:

Dated: \_\_\_\_\_, 2023

**GRANTOR:**

\_\_\_\_\_  
Yang Ping

**WITNESS:**

\_\_\_\_\_  
Edith G. Gil, Borough Clerk

Dated: \_\_\_\_\_, 2023

**GRANTEE:**

\_\_\_\_\_  
Ronald Jubin, Ph.D., Mayor

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## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

This Temporary Construction Access License Agreement ("License") is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by **PATRICIA PUGLISI**, having an address of 59 Robin Glen Road, Watchung, New Jersey 07069 ("Grantor") and **THE BOROUGH OF WATCHUNG**, a Municipal Corporation of the State of New Jersey, having its principal office at 15 Mountain Boulevard, Watchung, New Jersey 07069 ("Grantee" or "Borough" or "Watchung"). Grantor and Grantee are sometimes hereinafter referred to individually as a "Party," and collectively as the "Parties";

**WHEREAS**, Grantor is the owner of certain real property known as Block 402, Lot 1 as shown on the Official Tax Map of the Borough of Watchung, County of Somerset, State of New Jersey, located at 59 Robin Glen Road (the "Property"); and

**WHEREAS**, due to the flooding caused by Hurricane Ida in 2021, various stormwater culverts throughout the Borough are in need of repair and/or replacement; and

**WHEREAS**, the Borough has applied for and obtained funding from FEMA to assist in the repair and/or replacement of various stormwater culverts throughout the Borough; and

**WHEREAS**, one such culvert is located on the Grantor's Property; and

**WHEREAS**, in order to complete the work on the stormwater culverts on the Property through the FEMA funding, the Borough is required to access certain portions of the Property, which is privately owned, and the Borough does not have an easement for such access; and

**WHEREAS**, it is necessary for Grantee to obtain access to portions of the Property to perform such work, which areas cannot be specifically delineated; and as such the entire Property subject to this License shall be referred to as the "Temporary Construction License Area"; and

**WHEREAS**, in connection with any improvements being undertaken by Grantee, Grantor has agreed to convey a temporary construction access license (hereinafter defined) to Grantee on the Temporary Construction License Area.

**NOW, THEREFORE**, in consideration of One and 00/100 (\$1.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby give, grant, convey, and assign unto Grantee, its successors, assigns,

## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

agents, contractors, engineers, consultants and/or designees, a temporary construction license to access and use in that portion of the Grantor's property contained within the Temporary Construction License Area as described herein, upon the following terms and conditions.

1. **Preambles.** The above preambles of this License are hereby incorporated by reference herein.

2. **Purpose of Temporary Construction License.**

(a) This instrument shall convey to Grantee, its successors, assigns, agents, contractors, engineers, consultants and/or designees, as the case may be, on foot and with vehicles and machinery, the right to enter and re-enter the Temporary Construction License Area for the purpose of performing the necessary work to address and repair, to the best of Grantee's ability, the stormwater culvert(s) on the Property. Work that may be required for this project includes, without limitation, the excavating and grading of soil, swale and berm construction, replacement and regrading of existing sidewalks, driveways, curbing, and installation of silt fence for soil erosion and sediment control.

(b) This instrument shall further convey the right unto Grantee to remove any trees, bushes, shrubs, undergrowth and/or any other obstructions from the Temporary Construction License Area adversely impacting the carrying out of the purposes as described herein, subject to reasonable prior notice and approval by Grantor. Grantee shall provide for the reasonable restoration of the disturbed areas, including placing of topsoil, seeding, fertilizing and mulching lawn areas, and reasonable replacement of landscaping as required.

(c) Grantor hereby reserves the right to grant such future licenses, easements and other right-of-ways, over, under, across and through the Temporary Construction License Area, provided same will not adversely affect Grantee's exercise of the rights granted herein.

(d) This License grant and all provisions herein are subordinate to the right of the Grantor, expressly reserved, to access and use the Temporary Construction License Area for any purpose which does not unreasonably interfere with Grantee's right to use the

## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

Temporary Construction License Area for the purposes set forth herein.

(e) The Parties acknowledge that the work to be performed in the Temporary Construction License Area by the Grantor shall be performed by a contractor awarded through a publicly bid contract for such services pursuant to the FEMA grant obtained by the Borough.

3. **Duration of License and Assignment of Rights.** The License shall commence upon the Grantor's receipt of written notification from the Grantee's Engineer, and shall remain in effect the earlier of one (1) week or until such use is no longer required as determined by Grantee ("Termination Date").

4. **Use of Temporary Construction License Area.** Except as hereinafter specifically set forth, Grantor, its successors and assigns, shall not install any fence, vegetation, landscaping, structure or other impediment in or on any portion of the Property that would unreasonably interfere with Grantee's use of the Temporary Construction License Area or Grantee's exercise of the rights conveyed herein. Grantee shall have the right, after conformance with this Section, to clear any such impediments and obstructions installed thereon by Grantor, at Grantor's sole cost and expense.

5. **Property of Grantee.** It is expressly understood and agreed that all property, tools, equipment, vehicles, excavation, debris, surplus materials, and improvements placed upon the Temporary Construction License Area shall remain the property of the Grantee, its successors and assigns, employees, agents, contractors and/or designees, as the case may be, and must be removed by the Grantee, its successors and assigns, its agents, contractors, engineers, consultants and/or designees, as the case may be, on or before the Termination Date.

6. **Indemnification.** It is expressly understood and agreed that Grantee indemnifies and holds Grantor, its successors and assigns, employees, engineers, consultants, agents, contractors and/or designees, as the case may be, harmless against any and all damages, conditions and claims arising out of the construction within the Temporary Construction License Area, except for those claims that may arise out of the Grantor's negligence or willful misconduct. The indemnification provided herein shall be limited by all applicable laws including the N.J. Tort Claims Act.



## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

### **7. Environmental Compliance.**

(a) Grantee covenants and agrees that, during the term of this License, Grantee shall be responsible, at its sole cost and expense, for the following (collectively, "Grantee's Environmental Obligations"): (i) the management and off-site disposal of all soils, groundwater or surface water excavated or removed from the Temporary Construction License Area by Grantee or Grantee's employees, agents, contractors and/or designees ("Removed Materials"), and (ii) any releases of Hazardous Substances (as defined herein) on or at the Temporary Construction License Area caused by Grantee or Grantee's employees, agents, contractors and/or designees (a "Grantee Release"). It is understood that Grantor is not, and has no responsibility as a handler, generator, operator, treater, storer, arranger, transporter, or disposer of any Removed Materials. Grantee shall be designated as the generator in connection with the disposal of any Removed Materials and shall be responsible at its sole cost and expense for the management and disposal of all Removed Materials. If any investigation, reporting, sampling, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature required under any state, federal or local statutes, regulations, laws and directives, including Environmental Laws (hereafter defined), ("Remedial Work") is necessary as a result of a Grantee Release, including in connection with Removed Materials, then Grantee shall: (i) immediately notify Grantor and provide Grantor with such information as reasonably required by Grantor in relation thereto, and (ii) at its expense, obtain a Response Action Outcome ("RAO") pursuant to New Jersey law in connection with such Remedial Work and shall pay all costs as may be required by the New Jersey Department of Environmental Protection ("NJDEP"). Any reports, sampling plans, remediation plans, financial assurances or such other documentation required for the Remedial Work shall first be submitted to Grantor for its prior approval. Grantee shall diligently prosecute to completion all Remedial Work in accordance with such approved plans and without imposition of any engineering or institutional controls on the Temporary Construction License Area or Grantor's property unless approved by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee hereby indemnifies, defends

## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

and holds Grantor and Grantor's successors and assigns harmless from and against and with respect to any and all Claims (hereafter defined) asserted against Grantor and/or Grantor's successors and assigns with respect to Grantee's Environmental Obligations and those obligations of Grantee set forth in this Section 7, except for those Claims that may arise out of: (i) Grantor's gross negligence or willful misconduct, or (ii) Existing Contamination Conditions (hereafter defined), as more particularly described in Section 8(b) below.

(b) Notwithstanding anything contained in this License to the contrary, Grantor does hereby assume and retain responsibility for and does hereby release Grantee and Grantee's successors and assigns, from, against and with respect to any and all actions, causes of action, complaints, claims, costs, damages, liabilities and losses (collectively, "Claims"), which Grantor and/or Grantor's successors and assigns, or anyone claiming through or under Grantor and/or Grantor's successors and assigns, may hereafter have against Grantee and/or Grantee's successors and assigns with respect to the presence of Hazardous Substances (as defined in this Section 7) existing on, at, under or originating from the Temporary Construction License Area (including soils, groundwater or any other media) as of the date of this License, except to the extent such conditions are caused by Grantee prior to date of this License (the "Existing Contamination Conditions") and Grantor further indemnifies, defends and holds Grantee and Grantee's successors and assigns harmless from and against and with respect to any and all Claims asserted by third parties against Grantee and/or Grantee's successors and assigns with respect to the Existing Contamination Conditions; provided, however, that Grantor does not release Grantee and Grantee's successors and assigns from, nor does Grantor agree to indemnify, defend or hold Grantee and Grantee's successors and assigns harmless from or with respect to Grantee's Environmental Obligations.

(c) As used in this Section 7, the term "Hazardous Substances" shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radiologically contaminated or enhanced material, including, but not limited to, those substances, chemicals, wastes, toxicants, pollutants, pesticides, fungicides or contaminants regulated by any Environmental Law (as defined herein), including, without

## TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT

limitation, any petroleum products or fractions thereof.

(d) As used in this Section 7, the term "Environmental Law" shall mean any one or all local, state, and federal laws, rules, statutes, ordinances and regulations, now in effect or hereinafter enacted, that regulate or protect health and the environment, and shall include without limitation, any law, rule, statute, ordinance, regulation, judicial or administrative order, or consent decree which governs or addresses the quality, management or use of any air, ground water, surface water, soil, land, or any subsurface or sub-strata land, or the generation, treatment, storage, disposal, use or disposition of any Hazardous Substance including, without limitation, the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, et seq., the New Jersey Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1 et seq., the New Jersey Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq., the NJDEP Technical Requirements for Site Remediation rules, at N.J.A.C. 7:26E-1, et seq., the NJDEP Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C-1, et seq. (the "ARRCS Rules"), and any amendments of such laws, regulations and codes and any successor thereto, as amended.

(e) The provisions of this Section 8 shall survive the expiration or termination of this License.

8. **Binding Effect.** By acceptance of this instrument, Grantor and Grantee agree to abide by the terms and conditions herein, and the provisions of this instrument shall inure to the benefit of and be binding upon the respective Parties hereto and their heirs, executors, administrators, successors, and assigns. The rights granted hereunder may not be assigned and transferred by Grantee, without the prior written consent of Grantor, which shall be in Grantor's sole discretion.

9. **Severability.** If any of the provisions of this instrument shall be deemed invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire instrument, but rather the entire instrument shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Grantor and Grantee shall be construed and enforced accordingly. Grantor assumes no responsibility or liability for any condition which may be disclosed by the entry onto the lands and

## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

interests being conveyed herein.

10. **Counterparts.** This instrument may be executed in one or more counterparts, together which shall constitute the same instrument.

11. **Insurance.** Grantee shall maintain in full force and effect Comprehensive General Liability (including Contractual Liability covering this agreement), Automobile Liability and Employer Liability insurance with minimum limits of \$1,000,000 per occurrence for both bodily injury and property damage. Workmen's Compensation coverage shall be the minimum statutory limits required by law. Grantor shall maintain in full force and effect property owner's insurance covering the Property, which shall contain comprehensive general liability coverage. On request, each party shall provide evidence of each policy of insurance obtained or maintained as required herein.

12. **Terms of License.**

(a) Grantee agrees that all work to be performed pursuant to the rights granted herein shall be performed in a safe, good and workmanlike manner, with due regard for the safety of persons and the property of Grantor and others, and in conformity with all applicable governmental statutes, ordinances, rules and regulations, permits and approvals.

(b) Grantee shall not impair, restrict or prevent free, ready and continuous passage by Grantor or its agents, invitees, licensees, successor and assigns, over the Temporary Construction License Area except on a temporary basis as reasonably necessary during construction or maintenance, and upon at least twenty-four (24) hours' prior written notice to Grantor, except that in the event of an emergency, notice shall be given as promptly as possible.

(c) Notwithstanding anything to the contrary herein, the rights provided for herein are subject to any and all existing rights of way, interests, conditions, leases, easements and restrictions currently in effect for the Temporary Construction License Area.

(d) No mechanic's or other lien for such labor or materials shall attach to or affect any estate or interest of Grantor in and to all or any portion of Grantor's Property. If any vendor's, mechanic's, laborer's or materialman's statutory or similar lien is filed or claimed against Grantor's property or any other property owned by Grantor by reason of work, labor, services or

## **TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

materials supplied or claimed to have been supplied to all or any portion of the Temporary Construction License Area by Grantee, Grantee shall promptly after notice of such filing or claim, cause the same to be discharged of record or bonded.

13. **NO GUARANTY/WARRANTY.** The parties acknowledge and agree that the Borough is making no guaranty and not providing any warranty that the work being performed will address all the stormwater issues that may exist on the Property, including, without limitation, that such work will ultimately solve the stormwater issues or not cause any future issues or damages to the Property. The Parties further acknowledge and agree that the Borough's performance of such work herein authorized is being done to address any future public concerns, and is not assuming any ongoing maintenance, repair, nor any easement or other property interest in the Property or the improvements being provided thereon. The Property remains private property; and any and all future maintenance, repair or other work required on the Property shall remain the responsibility of the Grantor.

14. **Self Help.** If a party fails to perform, fulfill or observe any agreement contained within this License on its part to be performed, fulfilled or observed, that continues for thirty (30) days after written notice, or if an emergency exists that threatens damage to persons or property, or any portion or any part thereof, the other party, at its election, may cure such failure or breach on behalf of the breaching party. Any amount that is expended to remedy any breach shall be reimbursed by the breaching party to the other party within ten (10) business days after presentation of an invoice for such services.

**[Signature page follows.]**

**TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT**

**IN WITNESS WHEREOF**, by execution of this License, Grantor has accepted the terms of this Temporary Construction License the day and year first above written.

**WITNESS:**

**GRANTOR:**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Patricia Puglisi

Dated: \_\_\_\_\_, 2023

**ATTEST:**

**GRANTEE:**

\_\_\_\_\_  
Edith G. Gil, Borough Clerk

\_\_\_\_\_  
Ronald Jubin, Ph.D., Mayor

Dated: \_\_\_\_\_, 2023

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